

City of Corona

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

City Council Meeting Final Agenda



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

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

Wednesday, September 3, 2025

Closed Session Council Board Room 4:00 PM
Open Session Council Chambers 6:00 PM

1. **CONVENE CLOSED SESSION**

1.1 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code Section 54957
Title: City Manager

1.2 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code Section 54957
Title: City Attorney/Legal & Risk Management Director

2. **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.

3. **PLEDGE OF ALLEGIANCE**

4. **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.

5. **PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS**

5.1 **PROCLAMATION: SEPTEMBER CHILDHOOD CANCER AWARENESS MONTH**

5.2 **RECOGNITION: ELKS'S LODGE #2045 CHECK DONATION TO VETS CONNECT**

5.3 **RECOGNITION: LES JONES: "SENIOR LEGACY AWARD"**

6. 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.

6.1 MINUTES - CITY COUNCIL MEETING AUGUST 20, 2025

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 20, 2025

6.2 CITY COUNCIL ADOPTION OF ORDINANCE NO. 3419, SECOND READING OF AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA TO UPDATE THE CITY'S PURCHASING REGULATIONS

That the City Council adopt Ordinance No. 3419, second reading of an Ordinance, amending Chapter 3.08 of the Corona Municipal Code to update the City's purchasing regulations.

6.3 RESOLUTION DECLARING THE CITY'S INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 44)

That the City Council adopt Resolution No. 2025-093, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 44).

6.4 CHANGE ORDER WITH WORKDAY AND REQUEST FOR CHANGE ORDER AUTHORIZATION

That the City Council:

- a. Authorize the City Manager, or his designee, to issue a Change Order to increase Purchase Order P23756 with Workday Inc. by \$4,620, from \$608,473 to \$613,093 for additional integration training hours for in-house staff for the Enterprise Resource Planning system.
- b. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% per year of the multi-year contract as authorized in the Corona Municipal Codes Section 3.08.070(I).

6.5 HAZMAT RESPONSE AGREEMENT-CORONA FIRE AND MURRIETA FIRE

That the City Council:

- a. Approve the Hazardous Materials Response Cooperative Agreement with the City of Murrieta.
- b. Authorize the City Manager, or their designee, to execute the Hazardous Materials Response Cooperative Agreement with the City of Murrieta.

6.6 CONTRACT CHANGE ORDER WITH RESOURCE ENVIRONMENTAL, INC. FOR THE REMOVAL OF NEWLY DISCOVERED HAZARDOUS MATERIAL FROM THE OLD PD BUILDING DEMOLITION, CAPITAL IMPROVEMENT PROJECT NO. FC-2023-09

That the City Council:

- a. Authorize the City Manager, or his designee, to issue a Contract Change Order in the amount of \$199,649 to Resource Environmental, Inc. for the removal of newly discovered hazardous materials during demolition activities.
- b. Authorize the City Manager, or his designee, to execute a Contract Change Order with Resource Environmental, Inc. to increase the contract amount by \$199,649, amending the total contract amount to \$1,813,081.84, including any non-substantive extensions, change orders, purchase orders, and amendments up to \$181,301, which is equivalent to 10% of the revised contract amount.
- c. Authorize a budgetary transfer in the amount of \$200,000 from the Skyline Trail Access Bridge, Capital Improvement Project No. FC-2022-21 to the Old PD Building Demolition, Capital Improvement Project No. FC-2023-09 within the General Fund 110.

6.7 WAIVER FROM CORONA MUNICIPAL CODE SECTION 15.60.080 ON THE UNDERGROUNDING OF EXISTING OVERHEAD UTILITY WIRES LOCATED ALONG 519 E TENTH STREET (APPLICANT: CESAR MONDRAGON)

That the City Council grant a waiver from Section 15.60.080 of the Corona Municipal Code for the undergrounding of poles and overhead utility wires located at 519 E Tenth Street.

7. 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.

8. 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.

8.1 ZONE TEXT AMENDMENT 2025-0001 AMENDING TITLE 17, ZONING CODE, OF THE CORONA MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR FEATHER FLAGS AND AMEND THE REVIEW PROCESS FOR PROJECTS THAT REQUIRE ARCHITECTURAL REVIEW BOARD AND CONDITIONAL USE PERMIT APPROVAL

That the City Council:

- a. Approve Zone Text Amendment 2025-0001, as recommended by the Planning and Housing Commission.
- b. Introduce, by title only, and waive full reading of consideration of Ordinance No. 3420, first reading of an ordinance amending Sections 17.74.030, 17.74.080 and 17.100.020 of Title 17 (Zoning) of the Corona Municipal Code to establish regulations for feather flags and to amend the review process for projects requiring a Conditional Use Permit and Architectural Review Board approval (ZTA2025-0001).
- c. Adopt Resolution 2025-092, establishing a permit application fee for feather flags, and update the Citywide Master Fee Recovery Schedule to include the new application fee.

8.2 HEARING TO CONSIDER RESO 2025-094 TO AMEND RESO 2020-043 DECLARING NECESSITY TO ACQUIRE BY EMINENT DOMAIN EXTENDED AND MODIFIED PROPERTY INTERESTS IN 151-195 N. MCKINLEY AND 2275 SAMPSON (APNS 172-420-002, 003, 004 & 005) FOR MCKINLEY GS PROJECT

That the City Council:

- a. Conduct a public hearing to consider the adoption of the amended Resolution of Necessity (Reso 2025-094), including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity.
- b. Make the following findings as hereinafter described in this report: 1.The public interest and necessity require the proposed project;2.The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;3.The real property to be acquired is necessary for the project, and;4.The offer of just compensation has been made to the property owner.
- c. Adopt Resolution 2025-094, amending Resolution 2020-043, to declare the necessity to acquire by eminent domain the modified and extended temporary construction easement interests and the new intermittent parking area and impaired irrigation area interests in certain property located at 151-195 N. McKinley Street and 2275 Sampson Avenue, identified as Assessor Parcel Nos. 172-420-002, 172-420-003, 172-420-004, and 172-420-005 for the construction and maintenance of the McKinley Street Grade Separation Project.
- d. Adopt Resolution 2025-094 to authorize the filing of a motion with the court where the eminent domain proceeding for the acquisition of the property interests identified in Resolution 2020-043 is pending for leave to amend the complaint to include the modified or added interests as provided by Code of Civil Procedure section 1250.340, subdivision (b), which states:

“A public entity may add to the property sought to be taken only if it has adopted a resolution of necessity that satisfies the requirements of Article 2 (commencing with Section 1245.210) of Chapter 4 for the property to be added.” (Cal. Civ. Proc. Code § 1250.340, subd. (b).)

9. ADMINISTRATIVE REPORTS

The 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.

9.1 COUNCIL REQUESTED UPDATE TO FIRST AMENDED AND RESTATED SCHOOL RESOURCE OFFICER AGREEMENT WITH CORONA NORCO UNIFIED SCHOOL DISTRICT

That the City Council discuss the explanations provided by the school district and determine if the contract should continue.

10. LEGISLATIVE MATTERS

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

11. REPORTS FROM BOARDS AND COMMISSIONS

This portion of the agenda lists items from Commissions and Boards from the City Council, Commissioners, and Staff.

- 11.1 Library Board of Trustees
- 11.2 Planning & Housing Commission
- 11.3 Parks & Recreation Commission
- 11.4 Regional Meetings

12. CITY ATTORNEY'S REPORTS AND COMMENTS

13. CITY MANAGER'S REPORTS AND COMMENTS

14. CITY COUNCIL MEMBERS' REPORTS AND COMMENTS

- 14.1 UPDATE FROM MAYOR JIM STEINER ON THE RIVERSIDE TRANSIT AGENCY (RTA) BOARD MEETING OF AUGUST 28, 2025

15. FUTURE AGENDA ITEMS

This portion of the agenda is for items requested by the Mayor, Council Members or Staff 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.

- 15.1 HISTORIC CIVIC CENTER OPERATIONS PLAN UPDATE (STAFF) SEPTEMBER 17, 2025
- 15.2 SAVE THE CORONA CLOCK (T. RICHINS & W. SPEAKE) SEPTEMBER 17, 2025
- 15.3 CNUSD SPECIAL EVENT (STAFF) SEPTEMBER 17, 2025
- 15.4 CIRCLE 5K RUN (STAFF) SEPTEMBER 17, 2025
- 15.5 EXPLORE CORDON PRICING OF THE FOOTHILL CORRIDOR TO DETER CUTTHROUGH TRAFFIC (W. SPEAKE) SEPTEMBER 17, 2025
- 15.6 EXPLORE CMC ORDINANCE CHANGES TO SET TIME LIMITS FOR SPECIFIC TEMPORARY FENCING AND BOARDED UP WINDOWS (W. SPEAKE) OCTOBER 2025
- 15.7 CITY PARK FINAL DESIGN UPDATE (STAFF) TBD
- 15.8 UPDATE OF CHAPTER 5.34 PEDDLERS AND SOLICITORS (W. SPEAKE) TBD

16. ADJOURNMENT

The next regular meeting of the City Council is scheduled for September 17, 2025 or thereafter as noted on the posted agenda for closed session items in the City Council Board Room followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted agenda in the City Council Chambers.

This meeting is being conducted in person as well as via teleconference. For members of the public wishing to submit written comments, please email comments to the City Clerk at CityClerk@CoronaCA.gov prior to the City Council meeting and your comments will be made part of the official record of proceedings.

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.



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City of Corona
City Council Minutes

Wednesday, August 20, 2025, 6:00 p.m.
Closed Session- Council Board Room

Council Present: Jim Steiner, Tony Daddario, Tom Richins, Wes Speake

Council Absent: Jacque Casillas

1. **CONVENE CLOSED SESSION**

Closed Session convened at 5:15 p.m. for the purposes listed below. Present were Mayor Steiner, Council Member Daddario, Council Member Richins, and Council Member Speake. Vice Mayor Casillas was absent. Closed Session adjourned at 5:40 p.m.

1.1 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1)
Name of Case: City of Corona v. C.P.I. Properties, LLC et al.
Case Number: Riverside Superior Court Case No. RIC 2002846

2. **INVOCATION - PASTOR SHANNON SCOTT, GRACE BAPTIST CHURCH**

The Invocation was led by Pastor Shannon Scott.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Pastor Shannon Scott.

4. **CONVENE OPEN SESSION**

Mayor Steiner called the meeting to order at 6:04 p.m.

5. **PROCLAMATIONS/RECOGNITIONS/PRESENTATIONS**

5.1 **RECOGNITION: MIGUEL'S 50TH ANNIVERSARY**

The Vazquez Family accepted the recognition.

5.2 **RECOGNITION: CORONA GIRLS SOFTBALL ASSOCIATION – ALL STAR TEAMS**

The Corona Girls Softball Association accepted the recognition.

6. **CONSENT CALENDAR**

The Consent Calendar was approved with the exception of Items 6.5 and 6.7, which were voted on separately.

Moved by: Wes Speake

Seconded by: Tony Daddario

Aye (4): Jim Steiner, Tony Daddario, Tom Richins, and Wes Speake

Absent (1): Jacque Casillas

MotionAPPROVED (4 to 0)

6.1 MINUTES - CITY COUNCIL MEETING AUGUST 6, 2025

THE MEETING MINUTES WERE APPROVED.

6.2 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 JUNE 2025

THIS FINANCIAL REPORT WAS RECEIVED AND FILED.

That the City Council receive and file the monthly investment portfolio report for June 2025.

6.3 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 JUNE 2025

THIS FINANCIAL REPORT WAS RECEIVED AND FILED.

That the City Council receive and file the monthly fiscal report for June 2025.

6.4 PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC., FOR DESIGN, PREPARATION, AND CONSTRUCTION SUPPORT SERVICES FOR THE DOWNTOWN DRAINAGE IMPROVEMENTS – PHASE I PROJECT, NO.'S ST- 2023-01, 2024-01, and 2024-02; REQUEST FOR PROPOSAL NO.

THIS ITEM WAS APPROVED.

That the City Council:

- a. Award Request for Proposal No. 25-062AT to Michael Baker International, Inc., for design, preparation, and construction support services for the Downtown Drainage Improvements – Phase I Project, No.'s ST- 2023-01, 2024-01, and 2024-02.
- b. Approve the Professional Services Agreement with Michael Baker International, Inc. for the Downtown Drainage Improvements – Phase I Project, No.'s ST- 2023-01, 2024-01, and 2024-02 in the amount of \$764,160, and waive any minor irregularities in the proposal.

- c. Authorize the City Manager, or his designee, to execute the Professional Services Agreement with Michael Baker International, Inc. in the amount of \$764,160, including any non-substantive extensions, change orders, purchase orders, and amendments up to the amount authorized in Corona Municipal Code Section 3.08.070(I), which is equivalent to \$76,416 or 10%.

6.5 FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH MARK THOMAS & COMPANY, INC., FOR ADDITIONAL ENGINEERING DESIGN SERVICES FOR THE ONTARIO AVENUE WIDENING AT LINCOLN AVENUE, CAPITAL IMPROVEMENT PROJECT NO. ST-2021-03

Mayor Steiner provided comments and had inquiries. Jacob Ellis, City Manager, provided clarification.

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

Moved by: Wes Speake

Seconded by: Jim Steiner

That the City Council:

- a. Approve the First Amendment to the Professional Services Agreement with Mark Thomas & Company, Inc., increasing the compensation amount by \$105,594, and a term extension through April 4, 2028, to continue to provide engineering design services for additional work for the Ontario Avenue Widening at Lincoln Avenue, Capital Improvement Project No. ST-2021-03.
- b. Authorize the City Manager, or his designee, to execute the First Amendment to the Professional Services Agreement with Mark Thomas & Company, Inc., to increase the total contractual fee by \$105,594 for a total compensation amount of \$854,923, and include any non-substantive extensions, change orders, purchase orders, and amendments up to the amount authorized in Corona Municipal Code 3.08.070 (I), which is equivalent up to 10% of the revised agreement amount or \$85,492.

Aye (4): Jim Steiner, Tony Daddario, Tom Richins, and Wes Speake

Absent (1): Jacque Casillas

Motion APPROVED (4 to 0)

6.6 TRANSITION OF FIRE DEPARTMENT RADIO COMMUNICATION TO THE COUNTY OF RIVERSIDE PSEC SYSTEM

THIS ITEM WAS APPROVED.

That the City Council:

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- a. Authorize an Exception to Competitive Bidding pursuant to Corona Municipal Code Section 3.08.140(E), allowing direct contracting with the County of Riverside and associated vendors for the PSEC migration, as it is in the City's best interest for operational continuity and public safety.
- b. Authorize the City Manager, or their designee, to execute an agreement with the Riverside County Sheriff's Department for PSEC system integration, not to exceed \$1,283,386.77 over a one-year period.
- c. Authorize the City Manager, or their designee, to issue Purchase Orders as detailed in the staff report herein.
- d. Authorize the City Manager, or their designee, to execute non-substantive extensions, change orders, purchase orders, and amendments with the Riverside County Sheriff's Department within a 20% contingency of the original contract amount.

6.7 MAINTENANCE AND GENERAL SERVICE AGREEMENT FOR CONTRACTUAL LANDSCAPE MAINTENANCE SERVICES TO INTEGRITY ARBORIST AND ECOSCAPE, INC.

Council Member Speake thanked staff for their hard work on this item.

Joe Morgan, resident, provided comments in support of the proposed item.

Moved by: Wes Speake

Seconded by: Jim Steiner

That the City Council:

- a. Award NIB 25-067SB for landscape maintenance services to Integrity Arborist and Ecoscape, Inc. in the amount of \$512,764.76. through June 30, 2026, with two optional two-year renewal periods, and waive all minor irregularities in the proposal.
- b. Authorize the City Manager, or his designees, to execute the Maintenance and General Services Agreement with Integrity Arborist and Ecoscape, Inc. in the amount of \$512,764.76, including any non-substantive extensions, change orders, purchase orders, and amendments up to the amount authorized in Corona Municipal Code Section 3.08.060(J), which is equivalent to 10% or \$51,276.47.
- c. Ratify the Community Services Department's issuance of a Notice of Termination to Greenfield Maintenance for landscape maintenance services in Area 3 (Parks General and LMD/CFD), effective August 31, 2025. Ratification will authorize staff to proceed with transition planning to ensure uninterrupted landscape maintenance services.

Aye (4): Jim Steiner, Tony Daddario, Tom Richins, and Wes Speake

Absent (1): Jacque Casillas

MotionAPPROVED (4 to 0)

7. COMMUNICATIONS FROM THE PUBLIC

Joyce Malle, resident, addressed the Council and expressed concerns with the restrooms being installed near Skyline

Ray Galluccio, resident, addressed the Council and expressed his concerns with parking violations near Santiago High School.

Maddy Paxton, resident, addressed the Council and expressed her concerns with the downtown redevelopment.

Elise Todd, Kingdom Builders New Harvest, addressed the Council to commend the Council for their efforts with the homeless community. She also announced the Kingdom Builders New Harvest Clothing Drive on August 24, 2025.

Joe Morgan, resident, addressed the Council to send his condolences to Detective Darrell Saylor for the passing of his mother.

Kelli Montalvo, resident, addressed the Council to announce Bike Ride/Walk tentatively scheduled for October 25, 2025.

Rory Connell, resident, addressed the Council and expressed his concerns with the downtown redevelopment.

Silvia Alvarran, resident, addressed the Council regarding open house signs.

8. PUBLIC HEARINGS

8.1 PUBLIC HEARING FOR FIRST AMENDED AND RESTATED AFFORDABLE HOUSING DISPOSITION AND DEVELOPMENT AGREEMENT FOR SECOND STREET FAMILY APARTMENTS.

Karen Roper, Housing & Homeless Solutions Manager, provided a report.

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

The Council provided comments.

Moved by: Wes Speake

Seconded by: Tom Richins

- a. That the Corona Housing Authority approve the First Amended and Restated Affordable Housing Disposition and Development Agreement between the Corona Housing Authority and Second Street Family LP.
- b. That the City Council approve the First Amended and Restated Affordable Housing Disposition and Development Agreement between the City of Corona and Second Street Family LP.

Aye (4): Jim Steiner, Tony Daddario, Tom Richins, and Wes Speake

Absent (1): Jacque Casillas

MotionAPPROVED (4 to 0)

8.2 PUBLIC HEARING FOR THE REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS FOR CALENDAR YEARS 2022 THROUGH 2024

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

Moved by: Tony Daddario

Seconded by: Wes Speake

That the City Council:

- a. Hold a public hearing regarding the Report on Water Quality relative to Public Health Goals for 2022 through 2024.
- b. Approve the Report on Water Quality relative to Public Health Goals for 2022 through 2024.

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

Aye (4): Jim Steiner, Tony Daddario, Tom Richins, and Wes Speake

Absent (1): Jacque Casillas

MotionAPPROVED (4 to 0)

9. ADMINISTRATIVE REPORTS

9.1 DESIGNATION OF VOTING DELEGATE FOR THE 2025 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

The consensus of the Council delegated Vice Mayor Casillas as the Delegate and Council Member Speake as the Alternate to represent the City of Corona at the 2025 League of California Cities.

Moved by: Wes Speake

Seconded by: Tom Richins

That the City Council designates a voting delegate and up to two alternates to represent the City of Corona at the 2025 League of California Cities Annual Conference.

Aye (4): Jim Steiner, Tony Daddario, Tom Richins, and Wes Speake

Absent (1): Jacque Casillas

MotionAPPROVED (4 to 0)

9.2 REQUEST BY COUNCILMEMBER SPEAKE TO DISCUSS AMENDING THE CRITERIA IN SECTIONS 17.63.120(D)(6) AND 17.63.120(E)(4) OF THE CORONA MUNICIPAL CODE FOR DEMOLISHING OR RELOCATING A HISTORIC STRUCTURE

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

The following residents addressed the Council and expressed their concerns with the proposed item: Joe Morgan, Chris McCoy, and Rory Connell.

The Council provided comments and staff direction to review the ordinance and bring back to a future Council meeting.

That the City Council provide direction to staff on amending the relocation and demolition criteria listed in CMC Chapter 17.63, Historic Resources Ordinance, for historic resources.

9.3 CONTINUED PARTICIPATION IN CALRECYCLE'S RECYCLE FROM HOME PILOT PROGRAM

Tom Moody, Director of Utilities, provided a report.

Damian Heckman, Recycle from Home, addressed the Council to express his support with the proposed item.

The Council provided comments.

The consensus of the Council was to continue participation in CalRecycle's recycle from home pilot program.

That the City Council provide direction on:

PROPOSED OPTIONS:

Option 1: Continue participation in CalRecycle's Recycle From Home Pilot Program

- Approve the Written Concurrence for Operational Changes for services provided by Recycle From Home, LLC.
- Authorize the City Manager, or his designee, to execute the Written Concurrence for Operational Changes and any other documents necessary in support of CalRecycle's Recycle From Home Pilot Program.

Option 2: Discontinue participation in CalRecycle's Recycle From Home Pilot Program

10. LEGISLATIVE MATTERS

10.1 ORDINANCE AMENDING CHAPTER 3.08 OF THE CORONA MUNICIPAL CODE TO UPDATE THE CITY'S PURCHASING REGULATIONS

Kim Sitton, Finance Director, provided a report.

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The following residents addressed the Council and expressed their concerns with the proposed item: Chris McCoy, Joe Morgan, and Rory Connell.

The Council provided comments and had inquiries. Ms. Sitton and Dean Derleth, City Attorney/LRM Director, provided clarification.

The consensus of the Council was to proceed with Option B, authorizing a spending limit of up to \$125,000 and requesting a quarterly report from the City Manager and/or his designee. They directed the City attorney to revise the ordinance with the updated verbiage.

Moved by: Tony Daddario

Seconded by: Tom Richins

That the City Council:

1. Adopt Ordinance No. 3419 (Option A), as presented on June 18, 2025, as a second reading of an ordinance of the City of Corona; or
2. Introduce, by title only, and waive full reading of consideration of Ordinance No. 3419 (Option B), first reading of an ordinance amending Chapter 3.08 of the Corona Municipal Code to update the City's purchasing regulations.

Aye (4): Jim Steiner, Tony Daddario, Tom Richins, and Wes Speake

Absent (1): Jacque Casillas

MotionAPPROVED (4 to 0)

11. REPORTS FROM BOARDS AND COMMISSIONS

11.1 Library Board of Trustees

The Library Board of Trustees report was received and filed.

11.1.a Adaptive Story Hour

11.1.b Book Displays - This Month's Themes

11.1.c Back to School Book Fair

11.1.d Gilded Book Edges (18+)

11.1.e StoryWalk

11.2 Planning & Housing Commission

None.

11.3 Parks & Recreation Commission

None.

11.4 Regional Meetings

DRAFT

11.4.a UPDATE FROM WES SPEAKE ON THE RIVERSIDE COUNTY
TRANSPORTATION COMMISSION (RCTC) MEETING OF AUGUST 13,
2025

Council Member Speake provided an update.

11.4.b UPDATE FROM MAYOR JIM STEINER ON THE RIVERSIDE
TRANSIT AGENCY (RTA) BOARD TRIP TO WASHINGTON DC OF JULY 12 –
14, 2025

Mayor Steiner provided an update.

12. **CITY ATTORNEY'S REPORTS AND COMMENTS**

None.

13. **CITY MANAGER'S REPORTS AND COMMENTS**

None.

14. **CITY COUNCIL MEMBERS' REPORTS AND COMMENTS**

Council Member Daddario announced the Hazardous Waste Collection will take place on September 13th and 14th, 2025.

Council Member Speake thanked Chris Gray, Western Riverside Council of Governments, for his presentation at the previous Council meeting. He also provided a brief overview of the Santa Ana Watershed Project Authority Cloud Seed Pilot Program.

Council Member Richins commended staff for the Summer Street Fairs.

Mayor Steiner provided a brief overview of the August 14, 2025, Town Hall meeting. He also thanked the staff who attended.

15. **FUTURE AGENDA ITEMS**

15.1 **SAVE THE CORONA CLOCK (T. RICHINS & W. SPEAKE) SEPTEMBER 3, 2025**

15.2 **HISTORIC CIVIC CENTER OPERATIONS PLAN UPDATE (STAFF) SEPTEMBER 17, 2025**

15.3 **WATER AND WASTEWATER BONDS (STAFF) SEPTEMBER 17, 2025**

15.4 **EXPLORE CMC ORDINANCE CHANGES TO SET TIME LIMITS FOR SPECIFIC FOR TEMPORARY FENCING AND BOARDED UP WINDOWS (W. SPEAKE) OCTOBER 2025**

15.5 **CITY PARK FINAL DESIGN UPDATE (STAFF) NOVEMBER/DECEMBER**

15.6 **UPDATE OF CHAPTER 5.34 PEDDLERS AND SOLICITORS (W. SPEAKE) TBD**

16. **ADJOURNMENT**

The next scheduled meeting of the Council is on September 3, 2025. Mayor Steiner adjourned the meeting at 8:03 p.m.



STAFF REPORT

DATE: 09/03/2025
TO: Honorable Mayor and City Council Members
FROM: Finance Department

2025-351

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

CITY COUNCIL ADOPTION OF ORDINANCE NO. 3419, SECOND READING OF AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA TO UPDATE THE CITY'S PURCHASING REGULATIONS

EXECUTIVE SUMMARY:

This staff report recommends that the City Council adopt Ordinance No. 3419, second reading of an Ordinance, to update the City's purchasing regulations.

RECOMMENDED ACTION:

That the City Council adopt Ordinance No. 3419, second reading of an Ordinance, amending Chapter 3.08 of the Corona Municipal Code to update the City's purchasing regulations.

BACKGROUND & HISTORY:

The first reading of Ordinance No. 3419, to update the City's purchasing regulations, occurred at the City Council meeting on August 20, 2025. Two versions of the Ordinance were presented for the Council's consideration with different levels of City Manager approval authority. The Council approved Option B with City Manager approval levels at \$125,000 for all purchase types. Additionally, the City Council directed staff to include language in the Corona Municipal Code (CMC) to provide a quarterly report about the approval authority exercised by the City Manager.

ANALYSIS:

Ordinance No. 3419 makes the following changes to the purchasing limits:

1. Non-Public Projects (Any type of purchase not classified as “Public Project” or “Materials, Supplies, and Equipment.” Generally, maintenance and professional services.): City Manager authorization up to \$125,000. These items are awarded based on the best interests of the City, taking into consideration demonstrated competence, qualifications, suitability for the project, and cost.
2. Public projects (Construction, reconstruction, erection, alteration, renovation, improvement, demolition, installation, and repair work involving any publicly owned, leased, or operated facility. Painting or repainting of any publicly owned, leased, or operated facility.): City Manager authorization up to \$125,000. This purchasing activity is awarded to the lowest responsive and responsible bidder.
3. Materials, supplies, and equipment (Articles, components, apparatus, and/or machinery required to complete a project or facilitate day-to-day operations.): City Manager authorization up to \$125,000. This purchasing activity is awarded to the lowest responsive and responsible bidder.

Position	Current Limits	Proposed Non-Public Projects	Proposed Public Projects	Proposed Materials, Supplies, and Equipment
Department Directors	\$60,000	\$75,000	\$75,000	\$75,000
Public Works Director, Utilities Director, and Assistant City Manager	\$75,000	Same as Department Directors	Same as Department Directors	Same as Department Directors
City Manager	\$100,000	\$125,000	\$125,000	\$125,000
City Council	>\$100,000	>\$125,000	>\$125,000	>\$125,000
How Awarded?		Best interests of the City (see item #1 above)	Lowest responsive and responsible bidder	Lowest responsive and responsible bidder

Ordinance No. 3419 updates multiple items throughout CMC Chapter 3.08, to be reflective of current state laws, removes outdated information, and adds clarity. The changes include:

- Defines a Non-Public Project
- Clarifies the role of the Purchasing Agent
- Allows for approval limits to be applied independently, not cumulatively, when vendors are used by multiple departments
- Increases the authorization for public project emergency purchasing, up to \$500,000

- The maximum total of a change order is to be equal to the lesser of \$125,000 or 10% of the original contract amount
- Moves the alternative competitive bidding process (cooperative purchasing agreements) for non-public projects
- References the Purchasing Policy and Procedures Manual to provide specific administrative rules surrounding the purchasing process
- Several non-substantive updates to various sections

At the August 20, 2025, meeting, the Council directed staff to include language in the CMC requiring quarterly reporting on the use of the City Manager's authority. Based on this direction, the attached Ordinance was updated to reflect that change.

In addition, at the May 21, 2025, meeting, the City Council provided direction to limit the City Manager's signing authority delegation to thirty (30) days. This process change will be reflected in the Purchasing Manual as follows:

Delegation of Department Director Authority. The purchasing manual will define the delegation procedures, including a limit of thirty (30) days, per the City Council's direction.

Ordinance No. 3419 was first read on August 20, 2025. With the Council's approval of the second reading, the changes will become effective in 30 days, or October 3, 2025. Once approved, staff will complete revisions to the updated purchasing manual to be used in the administration of contracts and purchasing procedures for all City departments.

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 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 seeks the of City Council approval of an Ordinance increasing purchasing thresholds and making other modifications to Chapter 3.08 of the CMC, and there is no possibility that approving the recommended action will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: KIM SITTON, FINANCE DIRECTOR

REVIEWED BY: BRETT CHANNING, ASSISTANT CITY MANAGER

ATTACHMENTS:

1. Exhibit 1 – Ordinance No. 3419 (Redline)
2. Exhibit 2 – Ordinance No. 3419 (Clean)

ORDINANCE NO. 3419

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORONA AMENDING CHAPTER 3.08 OF THE CORONA MUNICIPAL CODE TO UPDATE AND STREAMLINE THE CITY'S PURCHASING REGULATIONS

WHEREAS, Chapter 3.08 of the Corona Municipal Code ("CMC") sets forth the purchasing regulations for all City purchases; and

WHEREAS, the City Council of the City of Corona ("City Council") desires to make certain changes to such regulations as provided for herein.

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

SECTION 1. Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as provided for in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. CEQA Findings. The City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance merely amends the Corona Municipal Code to update the City's purchasing regulations. Thus, there is no possibility that adopting this Ordinance will have a significant effect on the environment and no further environmental analysis is required.

SECTION 3. Invalidity; Severability. If any sentence, cause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 4. Effective Date of Ordinance. 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 newspaper of general circulation in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2025.

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 20th day of August, 2025 and thereafter at a regular meeting held on 3rd day of September, 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 3rd day of September.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “A”
CMC CHAPTER 3.08
(PURCHASING REGULATIONS)

[SEE ATTACHED TWENTY-**THREE (23)** PAGES]

CHAPTER 3.08 PURCHASING REGULATIONS

Sections

3.08.010	Definitions.
3.08.020	Centralized purchasing division and purchasing system.
3.08.030	Purchasing agent.
3.08.040	General purchasing regulations, policies, and procedures.
3.08.050	Bidding requirements - public projects.
3.08.060	Bidding requirements - maintenance and general services.
3.08.070	Bidding requirements - professional services.
3.08.080	Bidding requirements - materials, supplies, and equipment.
3.08.090	Public projects - formal bidding procedure.
3.08.100	Public projects - informal bidding procedure.
3.08.110	Non-public projects - formal bidding procedure.
3.08.120	Non-public projects - informal bidding procedure.
3.08.125	Non-public projects - public agency alternative competitive bidding procedure.
3.08.130	Exceptions to competitive bidding - public projects
3.08.140	Exceptions to competitive bidding - non-public projects.
3.08.160	Surplus materials, supplies, and equipment.

3.08.010 Definitions.

Unless otherwise indicated, the following definitions shall apply to all provisions of this chapter:

(A) **“Act”** means the Uniform Public Construction Cost Accounting Act found at Cal. Public Contract Code, §§ 22000 et seq.

(B) **“Alternative procedure”** means purchasing materials, supplies, services, (professional, consulting, public works, maintenance, and other general services) or equipment by negotiated contract, purchase order or any other procedure outlined in the city’s Purchasing Policies and Procedures Manual approved by the City Manager and consistent with this chapter. A type of alternative procedure may include, but is not limited to, what will be referred to as a "simplified pricing procedure" wherein the authorized contracting party, or his or her designee, obtains oral price quotes from one or more potential contractors or suppliers, and accepts the quote which is determined to be in the best interests of the city.

(C) **“Authorized contracting party”** means the city official or body provided with authority under this chapter to approve or award a contract or to make a purchase, as well as to reject all bids when appropriate. Unless otherwise stated, the party authorized to approve or award a contract or to make a purchase shall have the authority to execute the associated purchase order, contract, and/or agreement.

(D) **“City Engineer”** means either the City Engineer or the person delegated by the

City Engineer to perform all or some of the duties prescribed in this chapter.

(E) **"City Manager"** means the City Manager or person designated by the City Manager to perform all or some of the duties prescribed in this chapter.

(F) **"Commission"** means the California Uniform Construction Cost Accounting Commission created by Division 2, Part 3, Chapter 2, Article 2, of the Cal. Public Contract Code (commencing at § 22010).

(G) **"Corona formal bidding procedure"** means a procedure which meets the requirements of state and local law, including the Act, this chapter, and the city's Purchasing Policies and Procedures Manual.

(H) **"Emergency"** for purposes of public projects shall have that meaning provided in Cal. Public Contract Code §§ 1102, 22035 and 22050. **"Emergency"** for all other purchasing or contracting purposes means a situation which makes competitive bidding, either formal or informal, impractical or not in the best interests of the city.

(I) **"Facility"** means any plant, building, structure, ground facility, utility system (subject to the limitation found in Cal. Public Contract Code § 22002, subdivision (c)(3)), real property, streets and highways, or other public work improvement.

(J) **"Force account"** means the city's performing of a project using its own employees.

(K) **"General services"** means all services performed by persons not in a professional occupation including, but not limited to, contract services for park, electrical, and computer repair, building, facility, and vehicle maintenance, recreation programs, and other similar services which are not typical of professional services.

(L) **"Maintenance work"** shall have that meaning provided in § 22002(d) of the Act, as that section may be amended from time to time. In addition and to the extent not inconsistent with § 22002(d), **"maintenance work"** shall include, but shall not be limited to, the following:

(1) Routine, recurring, and usual work for the preservation or protection of any publicly-owned or publicly-operated facility for its intended purposes.

(2) Minor repainting.

(3) Street and highway maintenance including utility patching, skin patching, crack filling, filling of pot holes, slurry sealing, edge grading, street striping, resurfacing of streets and highways at less than one-inch, sign replacement, sidewalk repair and replacement, curb and gutter repair and replacement, and street and traffic light repair and replacement. "Maintenance work" shall not include striping of a new street or highway.

(4) Sewer maintenance including foaming, video taping, cleaning, and manhole

restoration.

(5) Traffic signal maintenance. Maintenance work shall not include installation of new traffic signals.

(6) Storm drain related maintenance.

(7) Landscape maintenance, including mowing, watering, trimming, pruning, planting, tree and plant replacement, irrigation and sprinkler system servicing, retrofit and repair, and landscape rehabilitation.

(8) Maintenance of facilities including roof repairs or replacements, heating and air conditioning repairs, and electric repairs.

(9) Vehicle and equipment maintenance and repairs.

(10) Work performed to keep, operate, and maintain publicly-owned water, power, or waste disposal systems including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(M) **"Non-public project"** shall mean any type of purchase other than for a "public project" as defined in Section 3.08.010 (Q) below. For instance, a "non-public project" includes maintenance work (Section 3.08.010 (L)), general services (Section 3.08.010(K)), professional services (Section 3.08.010 (P)), and materials, supplies, and equipment.

(N) **"Non-public project formal bidding procedure"** means a procedure which meets the requirements of state and local law, including this chapter and the Purchasing Policies and Procedures Manual.

(O) **"Non-public project informal bidding procedure"** means a procedure which meets the requirements of state and local law, including this chapter and the Purchasing Policies and Procedures Manual.

(P) **"Professional services"** means all services performed by persons in a professional occupation including, but not limited to, consulting and performance services for accounting, auditing, computer hardware and software support, engineering, architectural, planning, environmental, redevelopment, financial, economic, personnel, social services, animal control, legal, management, cable television, communication, and other similar professional functions which may be necessary for the operation of the city.

(Q) **"Public project"** shall have that meaning provided in § 22002(c) of the Act, as that section may be amended from time to time. A "public project" shall not include maintenance work. In addition and to the extent not inconsistent with § 22002(c), "public project" shall include, but shall not be limited to, the following:

(1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly-owned, leased, or operated facility.

(2) Painting or repainting of any publicly-owned, leased, or operated facility;
and

(3) In the case of a publicly-owned “electric” utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(R) **"Public project formal bidding procedure"** means a procedure which meets the requirements of state and local law, including § 22037 of the Act, this chapter, and the Purchasing Policies and Procedures Manual.

(S) **"Public project informal bidding procedure"** means a procedure which meets the requirements of state and local law, including § 22034 of the Act, this chapter, and the Purchasing Policies and Procedures Manual.

(T) **"Purchasing agent"** means the City Manager or his or her designee(s) as provided in § 3.08.030. Pursuant to § 3.08.030, the City Manager may change his or her designation at any time.

(U) **"Department Director"** means the person in charge of a particular department of the city, and shall include the Assistant City Manager, the Utilities Director, the Chief of Police, and the Fire Chief.

(V) **"On-call maintenance work or general services"** means maintenance work or general services to be provided on an on-call or as-needed basis pursuant to a master agreement or contract.

3.08.020 Centralized purchasing division and purchasing system.

The purpose of this chapter is to establish efficient procedures for the purchase of materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases. In addition, this chapter and the purchasing system it establishes are designed to provide appropriate procedures to implement the city's participation in the Uniform Public Construction Cost Accounting Act pursuant to Cal. Public Contract Code, §§ 22000 et seq.

A centralized purchasing division and purchasing system are hereby adopted and vested with the authority to govern the purchase of all city materials, supplies, services (professional, consulting, public works, maintenance and other general services), and equipment.

3.08.030 Purchasing agent.

There is created the position of purchasing agent. The purchasing agent shall be the City Manager or his or her designee. Initially, the City Manager designates the Finance Director to act as the purchasing agent. The City Manager may change his or her designation at any time. The duties of the purchasing agent may be combined with those of any other city office or position. The purchasing agent may delegate the duties of that position to one or more employees with the consent of the City Manager.

The purchasing agent shall be the head, and have the general supervision of all purchasing functions of the city. The purchasing agent shall direct and supervise the city's purchasing program. The purchasing agent shall endeavor to obtain full and open competition as provided herein and in the Purchasing Policies and Procedures Manual. The purchasing agent shall establish methods and procedures for the efficient and economical functioning of the purchasing division.

Subject to the supervision of the City Manager, the purchasing agent shall have the authority to:

(A) **Purchase and contract.** Purchase or contract for materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment required by the city.

(B) **Negotiate and recommend.** Negotiate and recommend to the City Council execution of contracts for the purchase of materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment.

(C) **Purchasing Policies and Procedures Manual.** Prepare and implement policies and procedures governing the bidding, contracting, purchasing, storing, distribution, and disposal of materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment for the city. To this end, the purchasing agent shall be responsible for developing and obtaining City Manager approval of a Purchasing Policies and Procedures Manual, which shall outline the policies and procedures necessary to implement the regulations of this Chapter 3.08. Upon approval by the City Manager, the Purchasing Policies and Procedures Manual shall have the same force and effect as the provisions of this Chapter 3.08.

(D) **Forms.** Prescribe and maintain such forms as may be reasonably necessary to the implementation of this chapter and the city's Purchasing Policies and Procedures Manual.

(E) **Review plans and specifications.** Review, or provide for the review of, the working details, drawings, plans, and specifications for any projects or purchases requiring such review in this chapter.

(F) **Inspections and testing.** Inspect, supervise, or provide for the inspection and supervision of, purchased materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment to ensure conformity with any specifications established or required by the city. The purchasing agent or his or her designee shall have authority to require appropriate testing of items delivered or samples to determine their

quality and conformance with the specifications. Samples of items, when required, shall be furnished free of expense to the city and, if not destroyed by test, will be returned upon request at the bidder's expense.

(G) **Surplus materials, supplies, and equipment:** As provided for in § 3.08.150 below, transfer, sell, exchange, or trade any materials, supplies, or equipment deemed to be surplus.

(H) **Bidder, contractor, and vendor lists and catalogs.** Develop and maintain, or provide for the development and maintenance of, any bidder's list, contractor's list, or vendor's list and catalog file necessary to the operation of this chapter and the city's Purchasing Policies and Procedures Manual. Each city department may have its own lists or catalogs. If the purchasing agent delegates the obligation to develop and maintain any list to another city employee, the purchasing agent shall retain final oversight authority and approval regarding how the list is developed and maintained.

(I) **Delegation of purchasing agent authority.** Provide written authorization to any department director to conduct a bidding process outside of the centralized purchasing system; provided, however, that such bidding process and the resulting contract or purchase shall otherwise comply with the requirements of this chapter. The purchasing agent may rescind such authorization in writing at any time and for any or no reason.

3.08.040 General purchasing regulations, policies, and procedures.

(A) **Applicability of chapter.** The purchasing regulations contained in this Chapter 3.08 shall apply to the purchase of materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment.

(B) **Basis of Awards.** The city shall secure materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment at the greatest overall value to the city, commensurate with the quality and scope needed, subject to any limitations imposed by state law, and through awards to the lowest responsive and responsible bidder where required by this chapter. Notwithstanding the foregoing, although the city is not adopting the formal procedures outlined in Cal. Gov't Code §§ 4525 et seq., the city shall secure professional services based upon demonstrated competence, professional qualifications, and suitability for the project in general. The city may consider cost of professional services if the authorized contracting party determines it to be a relevant factor under the circumstances. When an award pursuant to this chapter is to be made in the best interests of the city, staff shall take into account cost, demonstrated competence, qualifications, suitability for the project in general, and other factors that the authorized contracting party determines to be a relevant factor under the circumstances.

(C) **Purchasing Policies and Procedures Manual.** The purchasing agent shall develop a Purchasing Policies and Procedures Manual, as provided for in Section 3.08.030(C) above. The Purchasing Policies and Procedures Manual shall be written and implemented in such a way to

encourage open and competitive bidding, where appropriate, provide equal opportunity based on merit, make each selection process free of invidious discrimination, provide for efficient and timely acquisition of needed materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment, and provide effective fiscal controls.

(D) **Competitive bidding.** In purchasing, materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment, the city shall make use of competitive bidding, both formal and informal, whenever required by law, this chapter, or the city's Purchasing Policies and Procedures Manual. Formal and informal competitive bidding is not required, for instance, when an "emergency" is declared pursuant to this chapter.

(E) **Unencumbered funds.** The purchasing agent shall not issue a purchase order for materials, supplies, services (professional, consulting, public works, maintenance, and other general services), or equipment involving any project or purchase without an unencumbered appropriation in the fund account against which such purchase is to be charged except for the following:

- (1) In cases of emergency;
- (2) When specifically authorized by resolution or minute order of the City Council;
- (3) When the purchasing department acquires inventory for the warehouse that is not yet assigned to any department or fund; and
- (4) When using limited purchase orders, yearly purchase orders, or blanket purchase orders, as those terms are defined in the Purchasing Policies and Procedures Manual.

(F) **Requisition forms.** The department responsible for a purchase shall submit requests for materials, supplies, services (professional, consulting, public works, maintenance, and other general services), or equipment to the purchasing agent by standard requisition forms, or by other means as may be established by the Purchasing Policies and Procedures Manual.

(G) **Applicable state and federal law:** The city shall comply with all applicable federal and state laws for the particular purchase at issue including, but not limited to, bidder's security and bonding requirements, as well as prevailing wage requirements.

(H) **Purchase orders; contract and agreement forms.** The purchasing agent shall require all purchases for materials, supplies, services (professional, consulting, public works, maintenance, and other general services), or equipment to be made with an appropriate purchase order and on an appropriate contract or agreement, the form of which shall be approved by the City Attorney. The City Attorney shall not need to review and approve as to form each executed contract or agreement; provided a city model approved as to form by the City Attorney is used without substantive modification. In addition, when the purchasing agent determines that issues under the responsibility of the city's risk manager are involved, the relevant contract or agreement

provisions shall also be reviewed and approved by the city's risk manager.

(I) **Unlawful purchasing activities and conflicts.** The Purchasing Policies and Procedures Manual shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit city officials, officers, and employees from participating in the bidding or selection process when they have a relationship with a person or business entity seeking a contract under this Chapter 3.08 which would subject the officials, officers, or employees to the prohibitions of Cal. Gov't Code §§ 1090 and 87100 et seq.

(J) **Records retention.** The purchasing agent shall comply with the Records Retention Schedule duly adopted by the City Council for the Finance Department.

(K) **State or federal funding.** Any purchases made with state or federal funds shall comply with all laws, rules, and regulations made applicable by the funding source.

(L) **Delegation of department director authority.** The department directors, with approval of the City Manager, may provide written authorization to any subordinate employees to exercise the director's purchasing authority; provided, however, that such delegation shall be pursuant to the process provided for in the city's Purchasing Policies and Procedures Manual. The department directors, with approval of the City Manager, may rescind such delegation in writing at any time and for any or no reason. As used herein and as provided for in § 3.08.010, the term department director shall include the Assistant City Manager and the Utilities Director, the Chief of Police, and the Fire Chief.

(M) **Quarterly Reporting (\$75,001 to \$125,000 Purchases).** No less often than quarterly, a written report shall be presented to the City Council which lists purchases, contracts or agreements authorized by the City Manager, or his or her designee, between \$75,001 to \$125,000. The report shall include the dollar amount, date, approving employee title, brief description of services or items purchased, and the vendor, contractor or other entity.

3.08.050 Bidding requirements - public projects.

(A) **\$75,000 or less.** Public projects which are equal to or less than \$75,000 may be awarded by the director of the department responsible for the project, or his or her designee, by any alternative procedure.

(B) **\$75,001 - \$125,000.** Public projects which are greater than \$75,000, but less than or equal to \$125,000, may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager, or his or her designee, pursuant to the public project informal bidding procedure. If all bids received are over the amount provided for in Section 22032(b) of the Act (currently \$220,000), the City Council may, with the approval of a four-fifths vote of those members present and without following the public project formal bidding procedure, award the contract in an amount not exceeding the amount provided for in Section 22034(d) of the Act (currently \$235,000)

to the lowest responsive and responsible bidder, so long as the City Council also determines that the city's cost estimate for the project was reasonable.

(C) **\$125,001 - \$220,000.** Public projects which are greater than \$125,000, but less than or equal to the amount provided for in Section 22032 (a) of the Act (currently \$220,000), may, except as otherwise provided in this chapter or the Act, be awarded by the City Council pursuant to the public project informal bidding procedure. If all bids received are over the amount provided for in Section 22032(b) of the Act (currently \$220,000), the City Council may, with the approval of a four-fifths vote of those members present and without following the public project formal bidding procedure, award the contract in an amount not exceeding the amount provided for in Section 22034(d) of the Act (currently \$235,000) to the lowest responsive and responsible bidder, so long as the City Council also determines that the city's cost estimate for the project was reasonable.

(D) **More than \$220,000.** Public projects which are greater than the amount provided for in Section 22032(b) of the Act (currently \$220,000), may, except as otherwise provided in this chapter or the Act, be awarded by the City Council pursuant to the public project formal bidding procedure.

(E) **City Engineer review of plans and specifications.** The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every public project which may affect the design or operation of public improvements and which may bring into question the city's liability for dangerous conditions of public property.

(F) **City Council review of plans and specifications.** The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every public project approved by the City Council pursuant Sections 3.08.050 (C) and (D) above.

(G) **Award.** Contracts for public projects which are equal to or less than the amount provided for in Section 22032(a) of the Act (currently \$75,000), if awarded, may be awarded in the best interests of the city. Contracts for public projects which are greater than the amount provided for in Section 22032(a) of the Act (currently \$75,000), if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the authorized contracting party may accept the one it chooses.

(H) **Dollar limits and change orders or amendments.** For public projects awarded by staff pursuant to Sections 3.08.050 (A) or (B) above, unless an exception provided in § 3.08.130 below applies, any contract amendment or change order which would increase the contract amount above the amount provided for in Section Section 3.08.0750 (C) above, plus 10% of the original contract amount, shall be approved by the City Council. For public projects awarded by the City Council pursuant to Section 3.08.050 (C) or (D) above, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$125,000 or 10% of the original contract amount.

(I) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

3.08.060 Bidding requirements - maintenance and general services.

(A) **\$75,000 or less.** Maintenance work and other general services projects of \$75,000 or less, including those involving on-call maintenance work or general services, may be awarded by the director of the department responsible for the project, or his or her designee, by any alternative procedure.

(B) **\$75,001 - \$125,000.** Maintenance work and other general services projects of more than \$75,000, but less than or equal to \$125,000, including those involving on-call maintenance work or general services, may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager, or his or her designee, pursuant to the non-public project informal bidding procedure.

(C) **More than \$125,000.** Maintenance work and other general services projects of more than \$125,000, including those involving on-call maintenance work or general services, shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(D) **City Engineer review of plans and specifications.** The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project which may affect the design or operation of public improvements and which may bring into question the city's liability for dangerous conditions of public property.

(E) **Purchasing agent review of plans and specifications.** The purchasing agent, or his or her designee, shall review and approve the form of the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project.

(F) **City Council review of plans and specifications.** The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project approved by the City Council pursuant Section 3.08.060 (C) above.

(G) **Award.** Contracts for maintenance work and other general services projects of \$75,000 or less, including those involving on-call maintenance work or general services, if awarded, may be awarded in the best interests of the city. Contracts for maintenance work and other general services projects of more than \$75,000, if awarded, shall be awarded to the contractor who will best serve the interests of the city, taking into account, in addition to cost, their demonstrated competence, qualifications and suitability for the project in general.

(H) **Dollar limits and change orders or amendments.** Unless an exception provided

in § 3.08.140 below applies, any contract amendment or change order which would increase the contract amount above the amount provided for in Section 3.08.060 (C) above, plus 10% of the original contract amount, shall be approved by the City Council. For contracts awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$125,000 or 10% of the original contract amount.

(I) **6-year term limitation.** No maintenance work or other general services contract shall extend for a period of more than 6 years, including any authorized extensions, unless specifically approved by City Council action.

(J) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

(K) **Local preference; maintenance and general services.** As set forth in further detail in § 3.08.080(J) below, the City Council has made findings and adopted a local bidder preference program (“local program”) applicable to certain purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services projects described in this section. Accordingly, contracts for maintenance work and other general services projects that are competitively bid and involve an expenditure of \$220,000 or less, shall be subject to the local program set forth in § 3.08.080(J). For recurring procurements/contracts, the local program shall be applicable only to the city’s first \$220,000 worth of such procurements/contracts for any fiscal year, as determined by city staff in its sole discretion. For such recurring procurements/contracts, the bidding documents shall indicate whether or not the local program is in effect for the applicable procurement. Properly certified local businesses (as defined in § 3.08.080(J)) shall be entitled to the specified reduction of 5% in the tabulation of their bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law (such as special state or federal grant programs). If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

3.08.070 Bidding requirements - professional services.

(A) **\$75,000 or less.** Professional services contracts of \$75,000 or less may be awarded by the director of the department responsible for the project, or his or her designee, by any alternative procedure.

(B) **\$75,001 - \$125,000.** Professional services contracts of more than \$75,000, but less than or equal to \$125,000 may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager, or his or her designee, pursuant to the non-public project informal bidding procedure.

(C) **More than \$125,000.** Professional services contracts of more than \$125,000 shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-

public project formal bidding procedure.

(D) **Purchasing agent review of scope of services.** The purchasing agent shall review and approve, or provide for the review and approval of, the scope of services prepared for every professional services contract.

(E) **City Council review of scope of services.** The City Council shall review and approve the scope of services prepared for every professional services contract approved by the City Council pursuant Section 3.08.070 (C) above.

(F) **Award.** Contracts for professional services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, professional qualifications, and suitability for the project in general. The city may consider cost of professional services if the authorized contracting party determines it to be a relevant factor under the circumstances.

(G) **Dollar limits and change orders or amendments.** Unless an exception provided in § 3.08.140 below applies, any contract amendment or change order which would increase the contract amount above the amount provided for in Section 3.08.070 (C) above, plus 10% of the original contract amount, shall be approved by the City Council. For contracts awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$125,000 or 10% of the original contract amount.

(H) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

3.08.080 Bidding requirements - materials, supplies, and equipment.

(A) **\$75,000 or less.** Purchases of materials, supplies, and equipment of \$75,000 or less may be awarded by the purchasing agent or the director of the department responsible for the purchase, or his or her designee, by any alternative procedure.

(B) **\$75,001 - \$125,000.** Purchases of materials, supplies, and equipment of more than \$75,000, but less than or equal to \$125,000 may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager, or his or her designee, pursuant to the non-public project informal bidding procedure.

(C) **\$125,000 - \$220,000.** Purchases of materials, supplies, and equipment of more than \$75,000, but less than or equal to \$220,000 may, except as otherwise provided in this chapter or the Act, be awarded by the City Council pursuant to the non-public project informal bidding procedure.

(D) **More than \$220,000.** Purchases of materials, supplies, and equipment of more than \$220,000 shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(E) **Fleet replacement vehicles and equipment.** Notwithstanding anything to the contrary contained herein, purchases, in any amount, of vehicles or other equipment on the city's annual vehicle/equipment replacement list, as approved through the budget process each year, shall be awarded by the purchasing agent. Unless an exception provided in § 3.08.140 below applies or unless the purchasing agent uses the public agency alternative competitive bidding process provided in §3.08.125 below, the purchasing agent shall use the non-public project informal bidding procedure for purchases of more than \$75,000, but less than or equal to \$220,000, and the non-public project formal bidding procedure for purchases of more than \$220,000,

(F) **Department director review of specifications.** The director of the using department shall review and approve, or provide for the review and approval of, the specifications prepared for every purchase of materials, supplies, and equipment.

(G) **Purchasing agent review of specifications.** The purchasing agent, or his or her designee, shall review and approve the form of all contracts for the purchase of materials, supplies, and equipment.

(H) **City Council review of specifications.** The City Council shall review and approve the specifications prepared for every purchase of materials, supplies, and equipment approved by the City Council pursuant Sections 3.08.080 (C) and (D) above.

(I) **Award.** Contracts for the purchase of materials, supplies, and equipment of \$75,000 or less, if awarded, may be awarded in the best interests of the city. Contracts for the purchase of materials, supplies, and equipment of more than \$75,000, if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the authorized contracting party may accept the one it chooses.

(J) **Dollar limits and change orders or amendments.** Unless an exception provided in § 3.08.140 below applies, any contract amendment or change order which would increase the contract amount above the amount provided for in Section 3.08.080 (C) above, plus 10% of the original contract amount, shall be approved by the City Council. For contracts awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager, or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$125,000 or 10% of the original contract amount.

(K) **Local bidder preference program; purchases of materials, supplies, and equipment; maintenance and general services.**

(1) Based upon the findings provided for in the recitals of the ordinance adding this § 3.08.080(J), the City Council has determined that it is in the best interests of the city to give

a minimal preference to local businesses when the city is making certain purchases of materials, supplies, and equipment, as well as when it is entering into contracts for certain maintenance work and other general services projects, as set forth in this local bidder preference program (“local program”).

(2) The local program shall consist of the following general requirements, which shall be implemented by the purchasing agent within the city’s Purchasing Policies and Procedures Manual:

(a) A “local business” for purposes of this local program shall mean the vendor: (1) has fixed facilities with one or more employees, which may include a sole proprietor, located at an address within city limits (a post office box alone is insufficient); and (2) has an appropriate city business license/permit.

(b) A vendor seeking to qualify for this local program shall provide supporting information and certify in writing that it meets the above requirements as part of its bid.

(c) In applying the local program to bids on a city purchase subject to the local program, a qualifying local business shall be entitled to a reduction of 5% in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law (i.e. special state or federal grant programs).

(d) The local program shall only be applicable to purchases of materials, supplies, and equipment which are competitively bid and which involve an expenditure of \$220,000 or less. If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

(3) The local program preference described in division (J)(2) above shall be applicable only to purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of \$220,000 or less. For recurring purchases, the local program shall be applicable only to the city’s first \$220,000 worth of such purchases for any fiscal year, as determined by city staff in its sole discretion. For such recurring purchases, the bidding documents shall indicate whether or not the local program is in effect for the applicable procurement. If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

(4) The local program may also establish a preference for purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than \$220,000. Such preference shall allow the city to take into consideration the net sales tax to be returned to the city as a result of an award to a qualifying local business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the city’s Purchasing Policies and Procedures Manual.

(L) **Recycled products preference.** In order to promote the use of products containing recycled material, including post consumer material and secondary material, the city may take into consideration the percentage of recycled product in the materials, supplies, or equipment being provided in determining the lowest responsive and responsible bidder. This section shall not be effective unless and until the purchasing agent adopts a written policy to implement its provisions, which policy shall be included in the city's Purchasing Policies and Procedures Manual. In addition, fitness and quality being equal, the city shall endeavor to purchase products containing recycled material instead of virgin products, whenever available at no more than the total cost of the virgin materials.

(M) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

3.08.090 Public projects - formal bidding procedure.

(A) **Uses of formal bidding procedure.** This formal bidding procedure shall be used whenever formal bidding is required for a public project.

(B) **Required process.** The formal competitive bidding procedure shall comply with all aspects of state and local law governing formal competitive bidding including, but not limited to, the California Public Contract Code, California Government Code, California Labor Code, resolutions of the City Council as may be adopted from time to time, and the city's Purchasing Policies and Procedures Manual.

(C) **Notice inviting formal bids.** A notice inviting formal bids shall be provided. The notice inviting formal bids shall comply with § 22037 of the Act, as such section may be amended from time to time. Notices shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The Purchasing Policies and Procedures Manual shall describe the minimum list of information required to be included in the notice inviting formal bids.

(D) **Published notice.** The notice shall be published within the time frame required by the Act (currently at least 14 calendar days before the date of opening the bids) in a newspaper of general circulation printed and published in the city, or, if there is no such newspaper, in a newspaper of general circulation which is circulated in the city.

(E) **Distribution of notice inviting formal bids.** The notice inviting formal bids shall also be sent to those construction trade journals specified in § 22036 of the Act in the manner and within the time frame required by the Act (currently at least 15 calendar days before the date of bid opening).

(F) **Additional notice.** The city may also provide any additional notice as it deems proper.

(G) **Contents of remaining bid and contract documents.** The contents and form of

the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney.

(H) **Bidder's security.** When required by applicable law or determined necessary by the purchasing agent or his or her designee, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(I) **City's authority.** The city may reject any or all bids received, and may waive any minor irregularities in each bid received.

(J) **No bids received.** If no bids are received, the authorized contracting party may award the contract by any alternative procedure.

(K) **Award of contract.** The contract shall be awarded in accordance with § 3.08.050(F). If two or more bids are the same and the lowest, the city may accept the one it chooses.

(L) **Rejection of bids.** The city may, in its sole and absolute discretion, reject any bids presented. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates for the project, the city shall have the option of any of the following:

(1) Abandon the project;

(2) Readvertise for bids in the manner described in this chapter; or

(3) By passage of a resolution by a four-fifths vote of the City Council, declare that the project can be performed more economically by the employees of the city and have the project done by force account.

3.08.100 Public projects - informal bidding procedure.

(A) **Uses of public project informal bidding procedure.** This informal bidding procedure shall be used when a public project is involved and informal bidding is permitted by this chapter.

(B) **Contractor list.** The purchasing agent shall develop and maintain, or provide for the development and maintenance of, a list of qualified contractors, identified according to categories of work, as described in § 22034(a) of the Act. The list shall be developed and maintained in accordance with criteria established by the Commission. In developing the list, the purchasing agent or his or her designee shall obtain from the Contractor's State License Board and from the contractor's trade associations in the county, the names and addresses of qualified contractors located in the county.

(C) **Distribution of notice inviting informal bids.** The purchasing agent shall provide

a notice inviting informal bids. The notice inviting informal bids shall be mailed or otherwise distributed in the manner required by the Act. The notice inviting informal bids must be mailed or otherwise distributed within the time frame required by the Act (currently not less than 10 calendar days before the bids are due).

(D) **Contents of notice inviting informal bids.** The Purchasing Policies and Procedures Manual shall describe the minimum list of information required to be included in the notice inviting informal bids.

(E) **Proprietary projects or products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product, or service is proprietary in nature and can be obtained only from one contractor, and that no equivalent projects, products or services are available, the notice inviting informal bids may be sent exclusively to such contractor.

(F) **Contents of bid and contract documents.** The contents and form of the bid and contract documents shall be approved by the director of the using department, as well as the City Attorney; provided, however, that the City Attorney need not review or approve the contents of the technical specifications, drawings, and other technical documents.

(G) **Bidder's security.** When required by applicable law or determined necessary by the purchasing agent or his or her designee, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(H) **City's authority.** The city may reject any or all bids received, and may waive any minor irregularities in each bid received.

(I) **No bids received.** If no bids are received, the authorized contracting party may award the contract by any alternative procedure.

(J) **Award of contract.** The contract shall be awarded in accordance with § 3.08.050(F). If two or more bids are the same and the lowest, the city may accept the one it chooses.

3.08.110 Non-public projects - formal bidding procedure.

(A) **Uses of the non-public project formal bidding procedure.** A formal bidding procedure shall be used whenever formal bidding is required by this chapter and the project does not involve a public project.

(B) **Distribution of notice inviting formal bids or request for proposals.** A notice inviting formal bids or a request for proposals, as appropriate, shall be posted in the manner and within the timeframe provided for in the Purchasing Policies and Procedures Manual and provided directly to bidders, vendors, or contractors on the city's approved list for the type of purchase at issue. A notice inviting bids shall be used whenever the project or purchase must be awarded to

the lowest responsible and responsive bidder. A request for proposals may be used whenever the project or purchase is not required to be awarded to the lowest responsible and responsive bidder. If the purchasing agent and the director of the using department certify that, to the best of their knowledge, there is no local source or local provider available for the project, the notice inviting bids or the request for proposals, as appropriate, may be distributed to a list of qualified vendors maintained by the purchasing agent and/or published in a trade journal appropriate to the project.

(C) **Contents of notice inviting formal bids or request for proposals.** The Purchasing Policies and Procedures Manual shall describe the minimum list of information required to be included in the notice inviting formal bids or request for proposals.

(D) **Proprietary projects or sole source products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product, or service is proprietary in nature and can be obtained only from one vendor or contractor, and that no equivalent products or services are available, the notice inviting formal bids or request for proposals may be sent exclusively to such vendor or contractor.

(E) **Contents of remaining bid and contract documents.** The contents and form of the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney; provided, however, that the City Attorney need not review or approve the contents of the technical specifications, drawings, and other technical documents.

(F) **Bidder's security.** When required by applicable law or determined necessary by the purchasing agent or his or her designee, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(G) **City's authority.** The city may reject any or all bids or proposals received, and may waive any minor irregularities in each bid or proposal received.

(H) **No bids received.** If no bids are received, the authorized contracting party may award the contract by any alternative procedure.

(I) **Award of contract.** The contract shall be awarded in accordance with §§ 3.08.060(G), 3.08.070(F), or 3.08.080(H) as applicable. If two or more bids are the same and the lowest, the city may accept the one it chooses.

3.08.120 Non-public projects - informal bidding procedure.

(A) **Uses of non-public project informal bidding procedure.** This informal bidding procedure shall be used whenever informal bidding is allowed for a purchase which does not involve a public project.

(B) **Distribution of notice inviting informal bids or request for proposals.** A notice inviting informal bids or request for proposals, as appropriate, shall be provided. The notice inviting informal bids or requests for proposals shall be provided to the number of vendors or contractors provided for in the Purchasing Policies and Procedures Manual. A notice inviting bids shall be used whenever the project or purchase must be awarded to the lowest responsible and responsive bidder. A request for proposals may be used whenever the project or purchase is not required to be awarded to the lowest responsible and responsive bidder.

(C) **Contents of notice inviting informal bids or request for proposals.** The Purchasing Policies and Procedures Manual shall describe the minimum list of information required to be included in the notice inviting informal bids or request for proposals.

(D) **Proprietary projects or sole source products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product or service is proprietary in nature and can be obtained only from one vendor or contractor, and that no equivalent products or services are available, the notice inviting informal bids or request for proposals may be sent exclusively to such vendor or contractor.

(E) **Contents of remaining bid and contract documents.** The contents and form of the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney; provided, however, that the City Attorney need not review or approve the contents of the technical specifications, drawings, and other technical documents.

(F) **Bidder's security.** When required by applicable law or determined necessary by the purchasing agent or his or her designee, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(G) **City's authority.** The city may reject any or all bids or proposals received, and may waive any minor irregularities in each bid or proposal received.\

(H) **No bids or proposals received.** If no bids or proposals are received, the authorized contracting party may award the contract by any alternative purchasing procedure.

(I) **Award of contract.** The contract shall be awarded in accordance with §§ 3.08.060(G), 3.08.070(F), or 3.08.080(H) as applicable. If two or more bids are the same and the lowest, the city may accept the one it chooses.

3.08.125 Non-public projects - public agency alternative competitive bidding procedure.

In addition to the situations described in §§ 3.08.060 through 3.08.080, competitive bidding, either formal or informal, shall be deemed to have been satisfied in the situations provided for in this section. The purchasing agent shall establish rules and regulations within the Purchasing Policies

and Procedures Manual which are necessary to implement the provisions of this section.

(A) **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.

3.08.130 Exceptions to competitive bidding - public projects.

In addition to the situations described in § 3.08.050, competitive bidding, either formal or informal, is not required for public projects in the situations provided for in this section. The purchasing agent shall establish rules and regulations within the Purchasing Policies and Procedures Manual which are necessary to implement the provisions of this section. Under the conditions outlined herein and in the Purchasing Policies and Procedures Manual, any alternative procedure may be used.

(A) **Emergencies.** In situations determined by the City Manager to constitute an emergency for a public project pursuant to § 22035 of the Act and Cal. Public Contract Code § 22050. The City Council hereby delegates to the City Manager the power to declare a public emergency and take any directly related and immediate action required by the emergency, up to a total of \$500,000, pursuant to § 22035 of the Act and Cal. Public Contract Code § 22050. Emergency expenditures of more than \$500,000 shall first be approved by the City Council. Work shall be performed without the benefit of competitive bidding, either formal or informal, only so long as necessary under those sections.

For projects of more than the amount provided for in Section 22032(a) of the Act (currently \$75,000), a report on the emergency and work performed shall be provided at the next regular meeting of the City Council, and then at every meeting thereafter required by § 22050. At such meetings, the City Council shall determine, by a four-fifths vote, that there is a need to continue the action without the benefit of informal or formal competitive bidding in accordance with § 22035 of the Act and Cal. Public Contract Code § 22050. The City Council shall terminate the emergency action at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed pursuant to a formal bidding procedure.

For projects of less than the amount provided for in Section 22032(a) of the Act (currently \$75,000), the City Manager shall have the authority to cause the director of the department responsible for the project, or his or her designee, to proceed by any alternative procedure pursuant to § 3.08.050 above.

(B) **No competitive market.** When the City Council determines, upon

recommendation by the City Manager and purchasing agent, in accordance with applicable law, that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process.

(C) **No bids received.** When no bids are received pursuant to either the public project informal bidding procedure or the public project formal bidding procedure.

(D) **Otherwise authorized.** Upon recommendation of the City Manager, purchasing agent and City Attorney, when otherwise authorized by this chapter or applicable law.

3.08.140 Exceptions to competitive bidding - non-public projects.

In addition to the situations described in §§ 3.08.060 through 3.08.080, competitive bidding, either formal or informal, is not required for non-public projects in the situations provided for in this section. The purchasing agent shall establish rules and regulations within the Purchasing Policies and Procedures Manual which are necessary to implement the provisions of this section. Under the conditions outlined herein and in the Purchasing Policies and Procedures Manual, any alternative procedure, including no bidding, may be used with the City Manager's approval.

(A) **Emergencies.** When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determine that an emergency exists, as defined in § 3.08.010.

(B) **No competitive market.** When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determines, in accordance with applicable law, that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process.

(C) **State purchase.** When the purchase is made on behalf of the city by the State Department of General Services.

(D) **Purpose of bidding is otherwise accomplished.** When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determine that it is in the best interest of the city and its administrative operations to dispense with public bidding for non-public projects under this chapter.

(E) **No bids received.** When no bids are received through the non-public project formal or informal bidding procedures.

(F) **Natural gas, water, and electricity.** The Utilities Director , or his or her designee, is authorized to negotiate and execute, on behalf of the city, agreements with privately owned, federally owned, state owned and locally owned entities for the wholesale purchase and sale of natural gas, water, economy energy, replacement energy, replacement capacity and transmission service to deliver such natural gas, water and energy to Corona or such other locations as may be appropriate without competitive bidding. The Purchasing Policies and Procedures Manual shall

include a process by which the Utilities Director shall approve such purchases and sales through utilization of the competitive open market for such commodities.

(G) **Library information purchases.** The Director is authorized to negotiate and execute, on behalf of the city, contracts for the purchase of library books, tapes, periodicals, and other information delivery formats (e.g. microfilm, DVD, CD-ROM, and internet information) without competitive bidding, so long as each purchase is in accordance with the budget approved by the City Council and there is an unencumbered appropriation in the fund account against which the purchase is to be charged. The Purchasing Policies and Procedures Manual shall include a process by which the Director approves such purchases in a manner which identifies a competitive price which is in the best interests of the city. The Director shall not be required to select the lowest price.

(H) **Mandated expenditures.** Expenditures mandated by law or regulation, such as county booking fees, waste disposal fees, or other non-negotiable permit, use, or application fees.

(I) **Otherwise authorized.** When otherwise authorized by this chapter or applicable law.

3.08.150 Surplus materials, supplies, and equipment.

(A) **Designations by city departments.** All city departments shall submit to the purchasing agent, at such times and in such form as he or she shall prescribe, reports showing all materials, supplies, and equipment which are deemed by that department to be surplus, in that they are no longer used or are unsuitable for city use by that department.

(B) **Transfer among departments.** The purchasing agent shall have the authority to transfer to another department any materials, supplies, and equipment designated by a department as surplus.

(C) **Sale, exchange, or trade.** The purchasing agent, or his or her designee, shall have authority to sell as surplus all materials, supplies, and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for, or trade in the same on, new materials, supplies, and equipment. The sale of surplus materials, supplies, and equipment shall be made by public auction pursuant to applicable law and any rules and regulations provided for in the Purchasing Policies and Procedures Manual. In addition, the purchasing agent may approve the sale of any surplus materials, supplies, or equipment by means other than public auction, upon a finding that the sale in such alternative manner is in the best interests of the city and is supported by documentation sufficient to establish that the city is receiving compensation at least equal to the fair market value of the materials, supplies, or equipment. The City Council shall approve by resolution any sale, exchange, or trade of materials, supplies, and equipment with an estimated value of \$220,000 or more.

(D) **Abandonment or destruction.** Except as otherwise prohibited by applicable law, the City Manager shall have the authority, with the consent of the Finance Director, to authorize

the abandonment or destruction of materials, supplies, and equipment which have no commercial value or which will require an expenditure of funds for continued care, handling, maintenance, or storage which exceeds the estimated proceeds of sale. The authorization shall be in writing and shall be countersigned by the City Manager and Finance Director.

(E) **Donation.** Except as otherwise prohibited by applicable law, the City Council may, by resolution, establish a procedure for the City Manager and Finance Director to approve the donation of materials, supplies, and equipment which have no commercial value or which will require an expenditure of funds for continued care, handling, maintenance, or storage which exceeds the estimated proceeds of sale. Donations may be made to charitable, civic, or non-profit organizations, as well as other public agencies, and shall be done in a fair and equitable manner. In its resolution, the City Council shall establish rules and regulations to govern the fair and equitable donation of materials, supplies, and equipment. The resolution shall also indicate that the City Manager and Finance Director shall not approve any donation without first making a finding that the materials, supplies, and equipment are surplus to the needs of the city, that they either have no commercial value or will require an expenditure of funds for continued care, handling, maintenance, or storage which exceeds the estimated proceeds of sale, and that the donation is in the best interests of the city.

(F) **City officials and employees.** Surplus supplies and equipment may be sold to the public if so prescribed by the City Manager and/or the City Council. City officials and employees, and their immediate families, however, shall not be eligible to purchase such surplus items; provided, however, that retired service animals may be purchased by their primary handler.

ORDINANCE NO. 3419

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF CORONA AMENDING CHAPTER 3.08 OF THE
CORONA MUNICIPAL CODE TO UPDATE AND
STREAMLINE THE CITY'S PURCHASING REGULATIONS**

WHEREAS, Chapter 3.08 of the Corona Municipal Code ("CMC") sets forth the purchasing regulations for all City purchases; and

WHEREAS, the City Council of the City of Corona ("City Council") desires to make certain changes to such regulations as provided for herein.

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

SECTION 1. Chapter 3.08 (Purchasing Regulations) of Title 3 (Revenue and Finance) of the Corona Municipal Code is hereby amended in its entirety to read as provided for in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. CEQA Findings. The City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance merely amends the Corona Municipal Code to update the City's purchasing regulations. Thus, there is no possibility that adopting this Ordinance will have a significant effect on the environment and no further environmental analysis is required.

SECTION 3. Invalidity; Severability. If any sentence, cause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 4. Effective Date of Ordinance. 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 newspaper of general circulation in the City of Corona. This Ordinance shall take effect and be in force on the 30th day after its adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2025.

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 20th day of August, 2025 and thereafter at a regular meeting held on 3rd day of September, 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 3rd day of September.

City Clerk of the City of Corona, California

[SEAL]

EXHIBIT “A”

**CMC CHAPTER 3.08
(PURCHASING REGULATIONS)**

[SEE ATTACHED TWENTY-THREE (23) PAGES]

CHAPTER 3.08
PURCHASING REGULATIONS

Sections

3.08.010	Definitions.
3.08.020	Centralized purchasing division and purchasing system.
3.08.030	Purchasing agent.
3.08.040	General purchasing regulations, policies, and procedures.
3.08.050	Bidding requirements - public projects.
3.08.060	Bidding requirements - maintenance and general services.
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3.08.080	Bidding requirements - materials, supplies, and equipment.
3.08.090	Public projects - formal bidding procedure.
3.08.100	Public projects - informal bidding procedure.
3.08.110	Non-public projects - formal bidding procedure.
3.08.120	Non-public projects - informal bidding procedure.
3.08.125	Non-public projects - public agency alternative competitive bidding procedure.
3.08.130	Exceptions to competitive bidding - public projects
3.08.140	Exceptions to competitive bidding - non-public projects.
3.08.160	Surplus materials, supplies, and equipment.

3.08.010 Definitions.

Unless otherwise indicated, the following definitions shall apply to all provisions of this chapter:

(A) **“Act”** means the Uniform Public Construction Cost Accounting Act found at Cal. Public Contract Code, §§ 22000 et seq.

(B) **“Alternative procedure”** means purchasing materials, supplies, services, (professional, consulting, public works, maintenance, and other general services) or equipment by negotiated contract, purchase order or any other procedure outlined in the city’s Purchasing Policies and Procedures Manual approved by the City Manager and consistent with this chapter. A type of alternative procedure may include, but is not limited to, what will be referred to as a "simplified pricing procedure" wherein the authorized contracting party, or his or her designee, obtains oral price quotes from one or more potential contractors or suppliers, and accepts the quote which is determined to be in the best interests of the city.

(C) **“Authorized contracting party”** means the city official or body provided with authority under this chapter to approve or award a contract or to make a purchase, as well as to reject all bids when appropriate. Unless otherwise stated, the party authorized to approve or award a contract or to make a purchase shall have the authority to execute the associated purchase order, contract, and/or agreement.

(D) **“City Engineer”** means either the City Engineer or the person delegated by the

City Engineer to perform all or some of the duties prescribed in this chapter.

(E) **"City Manager"** means the City Manager or person designated by the City Manager to perform all or some of the duties prescribed in this chapter.

(F) **"Commission"** means the California Uniform Construction Cost Accounting Commission created by Division 2, Part 3, Chapter 2, Article 2, of the Cal. Public Contract Code (commencing at § 22010).

(G) **"Corona formal bidding procedure"** means a procedure which meets the requirements of state and local law, including the Act, this chapter, and the city's Purchasing Policies and Procedures Manual.

(H) **"Emergency"** for purposes of public projects shall have that meaning provided in Cal. Public Contract Code §§ 1102, 22035 and 22050. **"Emergency"** for all other purchasing or contracting purposes means a situation which makes competitive bidding, either formal or informal, impractical or not in the best interests of the city.

(I) **"Facility"** means any plant, building, structure, ground facility, utility system (subject to the limitation found in Cal. Public Contract Code § 22002, subdivision (c)(3)), real property, streets and highways, or other public work improvement.

(J) **"Force account"** means the city's performing of a project using its own employees.

(K) **"General services"** means all services performed by persons not in a professional occupation including, but not limited to, contract services for park, electrical, and computer repair, building, facility, and vehicle maintenance, recreation programs, and other similar services which are not typical of professional services.

(L) **"Maintenance work"** shall have that meaning provided in § 22002(d) of the Act, as that section may be amended from time to time. In addition and to the extent not inconsistent with § 22002(d), **"maintenance work"** shall include, but shall not be limited to, the following:

(1) Routine, recurring, and usual work for the preservation or protection of any publicly-owned or publicly-operated facility for its intended purposes.

(2) Minor repainting.

(3) Street and highway maintenance including utility patching, skin patching, crack filling, filling of pot holes, slurry sealing, edge grading, street striping, resurfacing of streets and highways at less than one-inch, sign replacement, sidewalk repair and replacement, curb and gutter repair and replacement, and street and traffic light repair and replacement. "Maintenance work" shall not include striping of a new street or highway.

(4) Sewer maintenance including foaming, video taping, cleaning, and manhole

restoration.

(5) Traffic signal maintenance. Maintenance work shall not include installation of new traffic signals.

(6) Storm drain related maintenance.

(7) Landscape maintenance, including mowing, watering, trimming, pruning, planting, tree and plant replacement, irrigation and sprinkler system servicing, retrofit and repair, and landscape rehabilitation.

(8) Maintenance of facilities including roof repairs or replacements, heating and air conditioning repairs, and electric repairs.

(9) Vehicle and equipment maintenance and repairs.

(10) Work performed to keep, operate, and maintain publicly-owned water, power, or waste disposal systems including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(M) **"Non-public project"** shall mean any type of purchase other than for a "public project" as defined in Section 3.08.010 (Q) below. For instance, a "non-public project" includes maintenance work (Section 3.08.010 (L)), general services (Section 3.08.010(K)), professional services (Section 3.08.010 (P)), and materials, supplies, and equipment.

(N) **"Non-public project formal bidding procedure"** means a procedure which meets the requirements of state and local law, including this chapter and the Purchasing Policies and Procedures Manual.

(O) **"Non-public project informal bidding procedure"** means a procedure which meets the requirements of state and local law, including this chapter and the Purchasing Policies and Procedures Manual.

(P) **"Professional services"** means all services performed by persons in a professional occupation including, but not limited to, consulting and performance services for accounting, auditing, computer hardware and software support, engineering, architectural, planning, environmental, redevelopment, financial, economic, personnel, social services, animal control, legal, management, cable television, communication, and other similar professional functions which may be necessary for the operation of the city.

(Q) **"Public project"** shall have that meaning provided in § 22002(c) of the Act, as that section may be amended from time to time. A "public project" shall not include maintenance work. In addition and to the extent not inconsistent with § 22002(c), "public project" shall include, but shall not be limited to, the following:

(1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly-owned, leased, or operated facility.

(2) Painting or repainting of any publicly-owned, leased, or operated facility;
and

(3) In the case of a publicly-owned “electric” utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(R) **"Public project formal bidding procedure"** means a procedure which meets the requirements of state and local law, including § 22037 of the Act, this chapter, and the Purchasing Policies and Procedures Manual.

(S) **"Public project informal bidding procedure"** means a procedure which meets the requirements of state and local law, including § 22034 of the Act, this chapter, and the Purchasing Policies and Procedures Manual.

(T) **"Purchasing agent"** means the City Manager or his or her designee(s) as provided in § 3.08.030. Pursuant to § 3.08.030, the City Manager may change his or her designation at any time.

(U) **"Department Director"** means the person in charge of a particular department of the city, and shall include the Assistant City Manager, the Utilities Director, the Chief of Police, and the Fire Chief.

(V) **"On-call maintenance work or general services"** means maintenance work or general services to be provided on an on-call or as-needed basis pursuant to a master agreement or contract.

3.08.020 Centralized purchasing division and purchasing system.

The purpose of this chapter is to establish efficient procedures for the purchase of materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases. In addition, this chapter and the purchasing system it establishes are designed to provide appropriate procedures to implement the city's participation in the Uniform Public Construction Cost Accounting Act pursuant to Cal. Public Contract Code, §§ 22000 et seq.

A centralized purchasing division and purchasing system are hereby adopted and vested with the authority to govern the purchase of all city materials, supplies, services (professional, consulting, public works, maintenance and other general services), and equipment.

3.08.030 Purchasing agent.

There is created the position of purchasing agent. The purchasing agent shall be the City Manager or his or her designee. Initially, the City Manager designates the Finance Director to act as the purchasing agent. The City Manager may change his or her designation at any time. The duties of the purchasing agent may be combined with those of any other city office or position. The purchasing agent may delegate the duties of that position to one or more employees with the consent of the City Manager.

The purchasing agent shall be the head, and have the general supervision of all purchasing functions of the city. The purchasing agent shall direct and supervise the city's purchasing program. The purchasing agent shall endeavor to obtain full and open competition as provided herein and in the Purchasing Policies and Procedures Manual. The purchasing agent shall establish methods and procedures for the efficient and economical functioning of the purchasing division.

Subject to the supervision of the City Manager, the purchasing agent shall have the authority to:

(A) **Purchase and contract.** Purchase or contract for materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment required by the city.

(B) **Negotiate and recommend.** Negotiate and recommend to the City Council execution of contracts for the purchase of materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment.

(C) **Purchasing Policies and Procedures Manual.** Prepare and implement policies and procedures governing the bidding, contracting, purchasing, storing, distribution, and disposal of materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment for the city. To this end, the purchasing agent shall be responsible for developing and obtaining City Manager approval of a Purchasing Policies and Procedures Manual, which shall outline the policies and procedures necessary to implement the regulations of this Chapter 3.08. Upon approval by the City Manager, the Purchasing Policies and Procedures Manual shall have the same force and effect as the provisions of this Chapter 3.08.

(D) **Forms.** Prescribe and maintain such forms as may be reasonably necessary to the implementation of this chapter and the city's Purchasing Policies and Procedures Manual.

(E) **Review plans and specifications.** Review, or provide for the review of, the working details, drawings, plans, and specifications for any projects or purchases requiring such review in this chapter.

(F) **Inspections and testing.** Inspect, supervise, or provide for the inspection and supervision of, purchased materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment to ensure conformity with any specifications established or required by the city. The purchasing agent or his or her designee shall have authority to require appropriate testing of items delivered or samples to determine their

quality and conformance with the specifications. Samples of items, when required, shall be furnished free of expense to the city and, if not destroyed by test, will be returned upon request at the bidder's expense.

(G) **Surplus materials, supplies, and equipment:** As provided for in § 3.08.150 below, transfer, sell, exchange, or trade any materials, supplies, or equipment deemed to be surplus.

(H) **Bidder, contractor, and vendor lists and catalogs.** Develop and maintain, or provide for the development and maintenance of, any bidder's list, contractor's list, or vendor's list and catalog file necessary to the operation of this chapter and the city's Purchasing Policies and Procedures Manual. Each city department may have its own lists or catalogs. If the purchasing agent delegates the obligation to develop and maintain any list to another city employee, the purchasing agent shall retain final oversight authority and approval regarding how the list is developed and maintained.

(I) **Delegation of purchasing agent authority.** Provide written authorization to any department director to conduct a bidding process outside of the centralized purchasing system; provided, however, that such bidding process and the resulting contract or purchase shall otherwise comply with the requirements of this chapter. The purchasing agent may rescind such authorization in writing at any time and for any or no reason.

3.08.040 General purchasing regulations, policies, and procedures.

(A) **Applicability of chapter.** The purchasing regulations contained in this Chapter 3.08 shall apply to the purchase of materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment.

(B) **Basis of Awards.** The city shall secure materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment at the greatest overall value to the city, commensurate with the quality and scope needed, subject to any limitations imposed by state law, and through awards to the lowest responsive and responsible bidder where required by this chapter. Notwithstanding the foregoing, although the city is not adopting the formal procedures outlined in Cal. Gov't Code §§ 4525 et seq., the city shall secure professional services based upon demonstrated competence, professional qualifications, and suitability for the project in general. The city may consider cost of professional services if the authorized contracting party determines it to be a relevant factor under the circumstances. When an award pursuant to this chapter is to be made in the best interests of the city, staff shall take into account cost, demonstrated competence, qualifications, suitability for the project in general, and other factors that the authorized contracting party determines to be a relevant factor under the circumstances.

(C) **Purchasing Policies and Procedures Manual.** The purchasing agent shall develop a Purchasing Policies and Procedures Manual, as provided for in Section 3.08.030(C) above. The Purchasing Policies and Procedures Manual shall be written and implemented in such a way to

encourage open and competitive bidding, where appropriate, provide equal opportunity based on merit, make each selection process free of invidious discrimination, provide for efficient and timely acquisition of needed materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment, and provide effective fiscal controls.

(D) **Competitive bidding.** In purchasing, materials, supplies, services (professional, consulting, public works, maintenance, and other general services), and equipment, the city shall make use of competitive bidding, both formal and informal, whenever required by law, this chapter, or the city's Purchasing Policies and Procedures Manual. Formal and informal competitive bidding is not required, for instance, when an "emergency" is declared pursuant to this chapter.

(E) **Unencumbered funds.** The purchasing agent shall not issue a purchase order for materials, supplies, services (professional, consulting, public works, maintenance, and other general services), or equipment involving any project or purchase without an unencumbered appropriation in the fund account against which such purchase is to be charged except for the following:

- (1) In cases of emergency;
- (2) When specifically authorized by resolution or minute order of the City Council;
- (3) When the purchasing department acquires inventory for the warehouse that is not yet assigned to any department or fund; and
- (4) When using limited purchase orders, yearly purchase orders, or blanket purchase orders, as those terms are defined in the Purchasing Policies and Procedures Manual.

(F) **Requisition forms.** The department responsible for a purchase shall submit requests for materials, supplies, services (professional, consulting, public works, maintenance, and other general services), or equipment to the purchasing agent by standard requisition forms, or by other means as may be established by the Purchasing Policies and Procedures Manual.

(G) **Applicable state and federal law:** The city shall comply with all applicable federal and state laws for the particular purchase at issue including, but not limited to, bidder's security and bonding requirements, as well as prevailing wage requirements.

(H) **Purchase orders; contract and agreement forms.** The purchasing agent shall require all purchases for materials, supplies, services (professional, consulting, public works, maintenance, and other general services), or equipment to be made with an appropriate purchase order and on an appropriate contract or agreement, the form of which shall be approved by the City Attorney. The City Attorney shall not need to review and approve as to form each executed contract or agreement; provided a city model approved as to form by the City Attorney is used without substantive modification. In addition, when the purchasing agent determines that issues under the responsibility of the city's risk manager are involved, the relevant contract or agreement

provisions shall also be reviewed and approved by the city's risk manager.

(I) **Unlawful purchasing activities and conflicts.** The Purchasing Policies and Procedures Manual shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit city officials, officers, and employees from participating in the bidding or selection process when they have a relationship with a person or business entity seeking a contract under this Chapter 3.08 which would subject the officials, officers, or employees to the prohibitions of Cal. Gov't Code §§ 1090 and 87100 et seq.

(J) **Records retention.** The purchasing agent shall comply with the Records Retention Schedule duly adopted by the City Council for the Finance Department.

(K) **State or federal funding.** Any purchases made with state or federal funds shall comply with all laws, rules, and regulations made applicable by the funding source.

(L) **Delegation of department director authority.** The department directors, with approval of the City Manager, may provide written authorization to any subordinate employees to exercise the director's purchasing authority; provided, however, that such delegation shall be pursuant to the process provided for in the city's Purchasing Policies and Procedures Manual. The department directors, with approval of the City Manager, may rescind such delegation in writing at any time and for any or no reason. As used herein and as provided for in § 3.08.010, the term department director shall include the Assistant City Manager and the Utilities Director, the Chief of Police, and the Fire Chief.

(M) **Quarterly Reporting (\$75,001 to \$125,000 Purchases).** No less often than quarterly, a written report shall be presented to the City Council which lists purchases, contracts or agreements authorized by the City Manager, or his or her designee, between \$75,001 to \$125,000. The report shall include the dollar amount, date, approving employee title, brief description of services or items purchased, and the vendor, contractor or other entity.

3.08.050 Bidding requirements - public projects.

(A) **\$75,000 or less.** Public projects which are equal to or less than \$75,000 may be awarded by the director of the department responsible for the project, or his or her designee, by any alternative procedure.

(B) **\$75,001 - \$125,000.** Public projects which are greater than \$75,000, but less than or equal to \$125,000, may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager, or his or her designee, pursuant to the public project informal bidding procedure. If all bids received are over the amount provided for in Section 22032(b) of the Act (currently \$220,000), the City Council may, with the approval of a four-fifths vote of those members present and without following the public project formal bidding procedure, award the contract in an amount not exceeding the amount provided for in Section 22034(d) of the Act (currently \$235,000)

to the lowest responsive and responsible bidder, so long as the City Council also determines that the city's cost estimate for the project was reasonable.

(C) **\$125,001 - \$220,000.** Public projects which are greater than \$125,000, but less than or equal to the amount provided for in Section 22032 (a) of the Act (currently \$220,000), may, except as otherwise provided in this chapter or the Act, be awarded by the City Council pursuant to the public project informal bidding procedure. If all bids received are over the amount provided for in Section 22032(b) of the Act (currently \$220,000), the City Council may, with the approval of a four-fifths vote of those members present and without following the public project formal bidding procedure, award the contract in an amount not exceeding the amount provided for in Section 22034(d) of the Act (currently \$235,000) to the lowest responsive and responsible bidder, so long as the City Council also determines that the city's cost estimate for the project was reasonable.

(D) **More than \$220,000.** Public projects which are greater than the amount provided for in Section 22032(b) of the Act (currently \$220,000), may, except as otherwise provided in this chapter or the Act, be awarded by the City Council pursuant to the public project formal bidding procedure.

(E) **City Engineer review of plans and specifications.** The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every public project which may affect the design or operation of public improvements and which may bring into question the city's liability for dangerous conditions of public property.

(F) **City Council review of plans and specifications.** The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every public project approved by the City Council pursuant Sections 3.08.050 (C) and (D) above.

(G) **Award.** Contracts for public projects which are equal to or less than the amount provided for in Section 22032(a) of the Act (currently \$75,000), if awarded, may be awarded in the best interests of the city. Contracts for public projects which are greater than the amount provided for in Section 22032(a) of the Act (currently \$75,000), if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the authorized contracting party may accept the one it chooses.

(H) **Dollar limits and change orders or amendments.** For public projects awarded by staff pursuant to Sections 3.08.050 (A) or (B) above, unless an exception provided in § 3.08.130 below applies, any contract amendment or change order which would increase the contract amount above the amount provided for in Section Section 3.08.0750 (C) above, plus 10% of the original contract amount, shall be approved by the City Council. For public projects awarded by the City Council pursuant to Section 3.08.050 (C) or (D) above, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$125,000 or 10% of the original contract amount.

(I) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

3.08.060 Bidding requirements - maintenance and general services.

(A) **\$75,000 or less.** Maintenance work and other general services projects of \$75,000 or less, including those involving on-call maintenance work or general services, may be awarded by the director of the department responsible for the project, or his or her designee, by any alternative procedure.

(B) **\$75,001 - \$125,000.** Maintenance work and other general services projects of more than \$75,000, but less than or equal to \$125,000, including those involving on-call maintenance work or general services, may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager, or his or her designee, pursuant to the non-public project informal bidding procedure.

(C) **More than \$125,000.** Maintenance work and other general services projects of more than \$125,000, including those involving on-call maintenance work or general services, shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(D) **City Engineer review of plans and specifications.** The City Engineer shall review and approve the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project which may affect the design or operation of public improvements and which may bring into question the city's liability for dangerous conditions of public property.

(E) **Purchasing agent review of plans and specifications.** The purchasing agent, or his or her designee, shall review and approve the form of the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project.

(F) **City Council review of plans and specifications.** The City Council shall review and approve the working details, drawings, plans, and specifications prepared for every maintenance work and other general services project approved by the City Council pursuant Section 3.08.060 (C) above.

(G) **Award.** Contracts for maintenance work and other general services projects of \$75,000 or less, including those involving on-call maintenance work or general services, if awarded, may be awarded in the best interests of the city. Contracts for maintenance work and other general services projects of more than \$75,000, if awarded, shall be awarded to the contractor who will best serve the interests of the city, taking into account, in addition to cost, their demonstrated competence, qualifications and suitability for the project in general.

(H) **Dollar limits and change orders or amendments.** Unless an exception provided

in § 3.08.140 below applies, any contract amendment or change order which would increase the contract amount above the amount provided for in Section 3.08.060 (C) above, plus 10% of the original contract amount, shall be approved by the City Council. For contracts awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$125,000 or 10% of the original contract amount.

(I) **6-year term limitation.** No maintenance work or other general services contract shall extend for a period of more than 6 years, including any authorized extensions, unless specifically approved by City Council action.

(J) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

(K) **Local preference; maintenance and general services.** As set forth in further detail in § 3.08.080(J) below, the City Council has made findings and adopted a local bidder preference program (“local program”) applicable to certain purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services projects described in this section. Accordingly, contracts for maintenance work and other general services projects that are competitively bid and involve an expenditure of \$220,000 or less, shall be subject to the local program set forth in § 3.08.080(J). For recurring procurements/contracts, the local program shall be applicable only to the city’s first \$220,000 worth of such procurements/contracts for any fiscal year, as determined by city staff in its sole discretion. For such recurring procurements/contracts, the bidding documents shall indicate whether or not the local program is in effect for the applicable procurement. Properly certified local businesses (as defined in § 3.08.080(J)) shall be entitled to the specified reduction of 5% in the tabulation of their bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law (such as special state or federal grant programs). If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

3.08.070 Bidding requirements - professional services.

(A) **\$75,000 or less.** Professional services contracts of \$75,000 or less may be awarded by the director of the department responsible for the project, or his or her designee, by any alternative procedure.

(B) **\$75,001 - \$125,000.** Professional services contracts of more than \$75,000, but less than or equal to \$125,000 may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager, or his or her designee, pursuant to the non-public project informal bidding procedure.

(C) **More than \$125,000.** Professional services contracts of more than \$125,000 shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-

public project formal bidding procedure.

(D) **Purchasing agent review of scope of services.** The purchasing agent shall review and approve, or provide for the review and approval of, the scope of services prepared for every professional services contract.

(E) **City Council review of scope of services.** The City Council shall review and approve the scope of services prepared for every professional services contract approved by the City Council pursuant Section 3.08.070 (C) above.

(F) **Award.** Contracts for professional services shall be awarded to the contractor who will best serve the interests of the city, taking into account the demonstrated competence, professional qualifications, and suitability for the project in general. The city may consider cost of professional services if the authorized contracting party determines it to be a relevant factor under the circumstances.

(G) **Dollar limits and change orders or amendments.** Unless an exception provided in § 3.08.140 below applies, any contract amendment or change order which would increase the contract amount above the amount provided for in Section 3.08.070 (C) above, plus 10% of the original contract amount, shall be approved by the City Council. For contracts awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$125,000 or 10% of the original contract amount.

(H) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

3.08.080 Bidding requirements - materials, supplies, and equipment.

(A) **\$75,000 or less.** Purchases of materials, supplies, and equipment of \$75,000 or less may be awarded by the purchasing agent or the director of the department responsible for the purchase, or his or her designee, by any alternative procedure.

(B) **\$75,001 - \$125,000.** Purchases of materials, supplies, and equipment of more than \$75,000, but less than or equal to \$125,000 may, except as otherwise provided in this chapter or the Act, be awarded by the City Manager, or his or her designee, pursuant to the non-public project informal bidding procedure.

(C) **\$125,000 - \$220,000.** Purchases of materials, supplies, and equipment of more than \$75,000, but less than or equal to \$220,000 may, except as otherwise provided in this chapter or the Act, be awarded by the City Council pursuant to the non-public project informal bidding procedure.

(D) **More than \$220,000.** Purchases of materials, supplies, and equipment of more than \$220,000 shall, except as otherwise provided in this chapter, be awarded by the City Council pursuant to the non-public project formal bidding procedure.

(E) **Fleet replacement vehicles and equipment.** Notwithstanding anything to the contrary contained herein, purchases, in any amount, of vehicles or other equipment on the city's annual vehicle/equipment replacement list, as approved through the budget process each year, shall be awarded by the purchasing agent. Unless an exception provided in § 3.08.140 below applies or unless the purchasing agent uses the public agency alternative competitive bidding process provided in §3.08.125 below, the purchasing agent shall use the non-public project informal bidding procedure for purchases of more than \$75,000, but less than or equal to \$220,000, and the non-public project formal bidding procedure for purchases of more than \$220,000,

(F) **Department director review of specifications.** The director of the using department shall review and approve, or provide for the review and approval of, the specifications prepared for every purchase of materials, supplies, and equipment.

(G) **Purchasing agent review of specifications.** The purchasing agent, or his or her designee, shall review and approve the form of all contracts for the purchase of materials, supplies, and equipment.

(H) **City Council review of specifications.** The City Council shall review and approve the specifications prepared for every purchase of materials, supplies, and equipment approved by the City Council pursuant Sections 3.08.080 (C) and (D) above.

(I) **Award.** Contracts for the purchase of materials, supplies, and equipment of \$75,000 or less, if awarded, may be awarded in the best interests of the city. Contracts for the purchase of materials, supplies, and equipment of more than \$75,000, if awarded, shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the authorized contracting party may accept the one it chooses.

(J) **Dollar limits and change orders or amendments.** Unless an exception provided in § 3.08.140 below applies, any contract amendment or change order which would increase the contract amount above the amount provided for in Section 3.08.080 (C) above, plus 10% of the original contract amount, shall be approved by the City Council. For contracts awarded by the City Council, unless a lower or higher amount is stated in the City Council staff report for the project or directed by the City Council, the City Manager, or his or her designees shall have authority to approve contract amendments or change orders up to the lesser of either \$125,000 or 10% of the original contract amount.

(K) **Local bidder preference program; purchases of materials, supplies, and equipment; maintenance and general services.**

(1) Based upon the findings provided for in the recitals of the ordinance adding this § 3.08.080(J), the City Council has determined that it is in the best interests of the city to give

a minimal preference to local businesses when the city is making certain purchases of materials, supplies, and equipment, as well as when it is entering into contracts for certain maintenance work and other general services projects, as set forth in this local bidder preference program (“local program”).

(2) The local program shall consist of the following general requirements, which shall be implemented by the purchasing agent within the city’s Purchasing Policies and Procedures Manual:

(a) A “local business” for purposes of this local program shall mean the vendor: (1) has fixed facilities with one or more employees, which may include a sole proprietor, located at an address within city limits (a post office box alone is insufficient); and (2) has an appropriate city business license/permit.

(b) A vendor seeking to qualify for this local program shall provide supporting information and certify in writing that it meets the above requirements as part of its bid.

(c) In applying the local program to bids on a city purchase subject to the local program, a qualifying local business shall be entitled to a reduction of 5% in the tabulation of its bid for purposes of determining the lowest responsible bidder, unless otherwise prohibited by law (i.e. special state or federal grant programs).

(d) The local program shall only be applicable to purchases of materials, supplies, and equipment which are competitively bid and which involve an expenditure of \$220,000 or less. If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

(3) The local program preference described in division (J)(2) above shall be applicable only to purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of \$220,000 or less. For recurring purchases, the local program shall be applicable only to the city’s first \$220,000 worth of such purchases for any fiscal year, as determined by city staff in its sole discretion. For such recurring purchases, the bidding documents shall indicate whether or not the local program is in effect for the applicable procurement. If the local program is applicable to a bid offering, it shall be noted in the applicable bid solicitation.

(4) The local program may also establish a preference for purchases of materials, supplies, and equipment, as well as contracts for maintenance work and other general services, which are competitively bid and which involve an expenditure of more than \$220,000. Such preference shall allow the city to take into consideration the net sales tax to be returned to the city as a result of an award to a qualifying local business in determining the lowest responsive and responsible bidder. The net sales tax shall be calculated based on the applicable bid price provided by the bidder in accordance with the city’s Purchasing Policies and Procedures Manual.

(L) **Recycled products preference.** In order to promote the use of products containing recycled material, including post consumer material and secondary material, the city may take into consideration the percentage of recycled product in the materials, supplies, or equipment being provided in determining the lowest responsive and responsible bidder. This section shall not be effective unless and until the purchasing agent adopts a written policy to implement its provisions, which policy shall be included in the city's Purchasing Policies and Procedures Manual. In addition, fitness and quality being equal, the city shall endeavor to purchase products containing recycled material instead of virgin products, whenever available at no more than the total cost of the virgin materials.

(M) **No bid splitting.** The city shall not split a project, work, service, or purchase into smaller projects, works, services, or purchases for the purpose of avoiding any bidding or contracting requirements of this code.

3.08.090 Public projects - formal bidding procedure.

(A) **Uses of formal bidding procedure.** This formal bidding procedure shall be used whenever formal bidding is required for a public project.

(B) **Required process.** The formal competitive bidding procedure shall comply with all aspects of state and local law governing formal competitive bidding including, but not limited to, the California Public Contract Code, California Government Code, California Labor Code, resolutions of the City Council as may be adopted from time to time, and the city's Purchasing Policies and Procedures Manual.

(C) **Notice inviting formal bids.** A notice inviting formal bids shall be provided. The notice inviting formal bids shall comply with § 22037 of the Act, as such section may be amended from time to time. Notices shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The Purchasing Policies and Procedures Manual shall describe the minimum list of information required to be included in the notice inviting formal bids.

(D) **Published notice.** The notice shall be published within the time frame required by the Act (currently at least 14 calendar days before the date of opening the bids) in a newspaper of general circulation printed and published in the city, or, if there is no such newspaper, in a newspaper of general circulation which is circulated in the city.

(E) **Distribution of notice inviting formal bids.** The notice inviting formal bids shall also be sent to those construction trade journals specified in § 22036 of the Act in the manner and within the time frame required by the Act (currently at least 15 calendar days before the date of bid opening).

(F) **Additional notice.** The city may also provide any additional notice as it deems proper.

(G) **Contents of remaining bid and contract documents.** The contents and form of

the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney.

(H) **Bidder's security.** When required by applicable law or determined necessary by the purchasing agent or his or her designee, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(I) **City's authority.** The city may reject any or all bids received, and may waive any minor irregularities in each bid received.

(J) **No bids received.** If no bids are received, the authorized contracting party may award the contract by any alternative procedure.

(K) **Award of contract.** The contract shall be awarded in accordance with § 3.08.050(F). If two or more bids are the same and the lowest, the city may accept the one it chooses.

(L) **Rejection of bids.** The city may, in its sole and absolute discretion, reject any bids presented. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates for the project, the city shall have the option of any of the following:

- (1) Abandon the project;
- (2) Readvertise for bids in the manner described in this chapter; or
- (3) By passage of a resolution by a four-fifths vote of the City Council, declare that the project can be performed more economically by the employees of the city and have the project done by force account.

3.08.100 Public projects - informal bidding procedure.

(A) **Uses of public project informal bidding procedure.** This informal bidding procedure shall be used when a public project is involved and informal bidding is permitted by this chapter.

(B) **Contractor list.** The purchasing agent shall develop and maintain, or provide for the development and maintenance of, a list of qualified contractors, identified according to categories of work, as described in § 22034(a) of the Act. The list shall be developed and maintained in accordance with criteria established by the Commission. In developing the list, the purchasing agent or his or her designee shall obtain from the Contractor's State License Board and from the contractor's trade associations in the county, the names and addresses of qualified contractors located in the county.

(C) **Distribution of notice inviting informal bids.** The purchasing agent shall provide

a notice inviting informal bids. The notice inviting informal bids shall be mailed or otherwise distributed in the manner required by the Act. The notice inviting informal bids must be mailed or otherwise distributed within the time frame required by the Act (currently not less than 10 calendar days before the bids are due).

(D) **Contents of notice inviting informal bids.** The Purchasing Policies and Procedures Manual shall describe the minimum list of information required to be included in the notice inviting informal bids.

(E) **Proprietary projects or products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product, or service is proprietary in nature and can be obtained only from one contractor, and that no equivalent projects, products or services are available, the notice inviting informal bids may be sent exclusively to such contractor.

(F) **Contents of bid and contract documents.** The contents and form of the bid and contract documents shall be approved by the director of the using department, as well as the City Attorney; provided, however, that the City Attorney need not review or approve the contents of the technical specifications, drawings, and other technical documents.

(G) **Bidder's security.** When required by applicable law or determined necessary by the purchasing agent or his or her designee, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(H) **City's authority.** The city may reject any or all bids received, and may waive any minor irregularities in each bid received.

(I) **No bids received.** If no bids are received, the authorized contracting party may award the contract by any alternative procedure.

(J) **Award of contract.** The contract shall be awarded in accordance with § 3.08.050(F). If two or more bids are the same and the lowest, the city may accept the one it chooses.

3.08.110 Non-public projects - formal bidding procedure.

(A) **Uses of the non-public project formal bidding procedure.** A formal bidding procedure shall be used whenever formal bidding is required by this chapter and the project does not involve a public project.

(B) **Distribution of notice inviting formal bids or request for proposals.** A notice inviting formal bids or a request for proposals, as appropriate, shall be posted in the manner and within the timeframe provided for in the Purchasing Policies and Procedures Manual and provided directly to bidders, vendors, or contractors on the city's approved list for the type of purchase at issue. A notice inviting bids shall be used whenever the project or purchase must be awarded to

the lowest responsible and responsive bidder. A request for proposals may be used whenever the project or purchase is not required to be awarded to the lowest responsible and responsive bidder. If the purchasing agent and the director of the using department certify that, to the best of their knowledge, there is no local source or local provider available for the project, the notice inviting bids or the request for proposals, as appropriate, may be distributed to a list of qualified vendors maintained by the purchasing agent and/or published in a trade journal appropriate to the project.

(C) **Contents of notice inviting formal bids or request for proposals.** The Purchasing Policies and Procedures Manual shall describe the minimum list of information required to be included in the notice inviting formal bids or request for proposals.

(D) **Proprietary projects or sole source products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product, or service is proprietary in nature and can be obtained only from one vendor or contractor, and that no equivalent products or services are available, the notice inviting formal bids or request for proposals may be sent exclusively to such vendor or contractor.

(E) **Contents of remaining bid and contract documents.** The contents and form of the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney; provided, however, that the City Attorney need not review or approve the contents of the technical specifications, drawings, and other technical documents.

(F) **Bidder's security.** When required by applicable law or determined necessary by the purchasing agent or his or her designee, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(G) **City's authority.** The city may reject any or all bids or proposals received, and may waive any minor irregularities in each bid or proposal received.

(H) **No bids received.** If no bids are received, the authorized contracting party may award the contract by any alternative procedure.

(I) **Award of contract.** The contract shall be awarded in accordance with §§ 3.08.060(G), 3.08.070(F), or 3.08.080(H) as applicable. If two or more bids are the same and the lowest, the city may accept the one it chooses.

3.08.120 Non-public projects - informal bidding procedure.

(A) **Uses of non-public project informal bidding procedure.** This informal bidding procedure shall be used whenever informal bidding is allowed for a purchase which does not involve a public project.

(B) **Distribution of notice inviting informal bids or request for proposals.** A notice inviting informal bids or request for proposals, as appropriate, shall be provided. The notice inviting informal bids or requests for proposals shall be provided to the number of vendors or contractors provided for in the Purchasing Policies and Procedures Manual. A notice inviting bids shall be used whenever the project or purchase must be awarded to the lowest responsible and responsive bidder. A request for proposals may be used whenever the project or purchase is not required to be awarded to the lowest responsible and responsive bidder.

(C) **Contents of notice inviting informal bids or request for proposals.** The Purchasing Policies and Procedures Manual shall describe the minimum list of information required to be included in the notice inviting informal bids or request for proposals.

(D) **Proprietary projects or sole source products.** If the director of the using department certifies that, to the best of his or her knowledge, the project, product or service is proprietary in nature and can be obtained only from one vendor or contractor, and that no equivalent products or services are available, the notice inviting informal bids or request for proposals may be sent exclusively to such vendor or contractor.

(E) **Contents of remaining bid and contract documents.** The contents and form of the remaining bid and contract documents shall be approved by the director of the using department, as well as the City Attorney; provided, however, that the City Attorney need not review or approve the contents of the technical specifications, drawings, and other technical documents.

(F) **Bidder's security.** When required by applicable law or determined necessary by the purchasing agent or his or her designee, each bidder shall be required to provide appropriate security to guarantee its bid. Upon refusal or failure to execute the required contract or agreement and provide all required information and documentation, the full amount of the bid security shall be forfeited, except to the extent limited by applicable law.

(G) **City's authority.** The city may reject any or all bids or proposals received, and may waive any minor irregularities in each bid or proposal received.\

(H) **No bids or proposals received.** If no bids or proposals are received, the authorized contracting party may award the contract by any alternative purchasing procedure.

(I) **Award of contract.** The contract shall be awarded in accordance with §§ 3.08.060(G), 3.08.070(F), or 3.08.080(H) as applicable. If two or more bids are the same and the lowest, the city may accept the one it chooses.

3.08.125 Non-public projects - public agency alternative competitive bidding procedure.

In addition to the situations described in §§ 3.08.060 through 3.08.080, competitive bidding, either formal or informal, shall be deemed to have been satisfied in the situations provided for in this section. The purchasing agent shall establish rules and regulations within the Purchasing Policies

and Procedures Manual which are necessary to implement the provisions of this section.

(A) **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.

3.08.130 Exceptions to competitive bidding - public projects.

In addition to the situations described in § 3.08.050, competitive bidding, either formal or informal, is not required for public projects in the situations provided for in this section. The purchasing agent shall establish rules and regulations within the Purchasing Policies and Procedures Manual which are necessary to implement the provisions of this section. Under the conditions outlined herein and in the Purchasing Policies and Procedures Manual, any alternative procedure may be used.

(A) **Emergencies.** In situations determined by the City Manager to constitute an emergency for a public project pursuant to § 22035 of the Act and Cal. Public Contract Code § 22050. The City Council hereby delegates to the City Manager the power to declare a public emergency and take any directly related and immediate action required by the emergency, up to a total of \$500,000, pursuant to § 22035 of the Act and Cal. Public Contract Code § 22050. Emergency expenditures of more than \$500,000 shall first be approved by the City Council. Work shall be performed without the benefit of competitive bidding, either formal or informal, only so long as necessary under those sections.

For projects of more than the amount provided for in Section 22032(a) of the Act (currently \$75,000), a report on the emergency and work performed shall be provided at the next regular meeting of the City Council, and then at every meeting thereafter required by § 22050. At such meetings, the City Council shall determine, by a four-fifths vote, that there is a need to continue the action without the benefit of informal or formal competitive bidding in accordance with § 22035 of the Act and Cal. Public Contract Code § 22050. The City Council shall terminate the emergency action at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed pursuant to a formal bidding procedure.

For projects of less than the amount provided for in Section 22032(a) of the Act (currently \$75,000), the City Manager shall have the authority to cause the director of the department responsible for the project, or his or her designee, to proceed by any alternative procedure pursuant to § 3.08.050 above.

(B) **No competitive market.** When the City Council determines, upon

recommendation by the City Manager and purchasing agent, in accordance with applicable law, that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process.

(C) **No bids received.** When no bids are received pursuant to either the public project informal bidding procedure or the public project formal bidding procedure.

(D) **Otherwise authorized.** Upon recommendation of the City Manager, purchasing agent and City Attorney, when otherwise authorized by this chapter or applicable law.

3.08.140 Exceptions to competitive bidding - non-public projects.

In addition to the situations described in §§ 3.08.060 through 3.08.080, competitive bidding, either formal or informal, is not required for non-public projects in the situations provided for in this section. The purchasing agent shall establish rules and regulations within the Purchasing Policies and Procedures Manual which are necessary to implement the provisions of this section. Under the conditions outlined herein and in the Purchasing Policies and Procedures Manual, any alternative procedure, including no bidding, may be used with the City Manager's approval.

(A) **Emergencies.** When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determine that an emergency exists, as defined in § 3.08.010.

(B) **No competitive market.** When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determines, in accordance with applicable law, that a competitive market does not exist and that no competitive advantage will be gained by the public bidding process.

(C) **State purchase.** When the purchase is made on behalf of the city by the State Department of General Services.

(D) **Purpose of bidding is otherwise accomplished.** When the purchasing agent and the authorized contracting party, with the approval of the City Manager, determine that it is in the best interest of the city and its administrative operations to dispense with public bidding for non-public projects under this chapter.

(E) **No bids received.** When no bids are received through the non-public project formal or informal bidding procedures.

(F) **Natural gas, water, and electricity.** The Utilities Director , or his or her designee, is authorized to negotiate and execute, on behalf of the city, agreements with privately owned, federally owned, state owned and locally owned entities for the wholesale purchase and sale of natural gas, water, economy energy, replacement energy, replacement capacity and transmission service to deliver such natural gas, water and energy to Corona or such other locations as may be appropriate without competitive bidding. The Purchasing Policies and Procedures Manual shall

include a process by which the Utilities Director shall approve such purchases and sales through utilization of the competitive open market for such commodities.

(G) **Library information purchases.** The Director is authorized to negotiate and execute, on behalf of the city, contracts for the purchase of library books, tapes, periodicals, and other information delivery formats (e.g. microfilm, DVD, CD-ROM, and internet information) without competitive bidding, so long as each purchase is in accordance with the budget approved by the City Council and there is an unencumbered appropriation in the fund account against which the purchase is to be charged. The Purchasing Policies and Procedures Manual shall include a process by which the Director approves such purchases in a manner which identifies a competitive price which is in the best interests of the city. The Director shall not be required to select the lowest price.

(H) **Mandated expenditures.** Expenditures mandated by law or regulation, such as county booking fees, waste disposal fees, or other non-negotiable permit, use, or application fees.

(I) **Otherwise authorized.** When otherwise authorized by this chapter or applicable law.

3.08.150 Surplus materials, supplies, and equipment.

(A) **Designations by city departments.** All city departments shall submit to the purchasing agent, at such times and in such form as he or she shall prescribe, reports showing all materials, supplies, and equipment which are deemed by that department to be surplus, in that they are no longer used or are unsuitable for city use by that department.

(B) **Transfer among departments.** The purchasing agent shall have the authority to transfer to another department any materials, supplies, and equipment designated by a department as surplus.

(C) **Sale, exchange, or trade.** The purchasing agent, or his or her designee, shall have authority to sell as surplus all materials, supplies, and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for, or trade in the same on, new materials, supplies, and equipment. The sale of surplus materials, supplies, and equipment shall be made by public auction pursuant to applicable law and any rules and regulations provided for in the Purchasing Policies and Procedures Manual. In addition, the purchasing agent may approve the sale of any surplus materials, supplies, or equipment by means other than public auction, upon a finding that the sale in such alternative manner is in the best interests of the city and is supported by documentation sufficient to establish that the city is receiving compensation at least equal to the fair market value of the materials, supplies, or equipment. The City Council shall approve by resolution any sale, exchange, or trade of materials, supplies, and equipment with an estimated value of \$220,000 or more.

(D) **Abandonment or destruction.** Except as otherwise prohibited by applicable law, the City Manager shall have the authority, with the consent of the Finance Director, to authorize

the abandonment or destruction of materials, supplies, and equipment which have no commercial value or which will require an expenditure of funds for continued care, handling, maintenance, or storage which exceeds the estimated proceeds of sale. The authorization shall be in writing and shall be countersigned by the City Manager and Finance Director.

(E) **Donation.** Except as otherwise prohibited by applicable law, the City Council may, by resolution, establish a procedure for the City Manager and Finance Director to approve the donation of materials, supplies, and equipment which have no commercial value or which will require an expenditure of funds for continued care, handling, maintenance, or storage which exceeds the estimated proceeds of sale. Donations may be made to charitable, civic, or non-profit organizations, as well as other public agencies, and shall be done in a fair and equitable manner. In its resolution, the City Council shall establish rules and regulations to govern the fair and equitable donation of materials, supplies, and equipment. The resolution shall also indicate that the City Manager and Finance Director shall not approve any donation without first making a finding that the materials, supplies, and equipment are surplus to the needs of the city, that they either have no commercial value or will require an expenditure of funds for continued care, handling, maintenance, or storage which exceeds the estimated proceeds of sale, and that the donation is in the best interests of the city.

(F) **City officials and employees.** Surplus supplies and equipment may be sold to the public if so prescribed by the City Manager and/or the City Council. City officials and employees, and their immediate families, however, shall not be eligible to purchase such surplus items; provided, however, that retired service animals may be purchased by their primary handler.



STAFF REPORT

DATE: 09/03/2025
TO: Honorable Mayor and City Council Members
FROM: Finance Department

2025-342

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

RESOLUTION DECLARING THE CITY'S INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 44)

EXECUTIVE SUMMARY:

This staff report asks the City Council to adopt a Resolution declaring intention to annex territory to Community Facilities District 2016-3 (Maintenance Services). Certain development projects are required to form or annex into a maintenance district. In accordance with this requirement, Toll West Coast, LLC, a Delaware limited liability company ("Owner"), is requesting annexation of Assessor's Parcel Number 120-020-022 into the City's Community Facilities District No. 2016-3 (Maintenance Services) to provide maintenance services for public facilities within and for the benefit of the proposed development.

RECOMMENDED ACTION:

That the City Council adopt Resolution No. 2025-093, declaring intention to annex territory to Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, and adopting a map of the area proposed to be annexed thereto (Annexation No. 44).

BACKGROUND & HISTORY:

On December 7, 2016, the City Council approved Resolution No. 2016-112 establishing Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona ("CFD No. 2016-3" or "District") to levy special taxes on parcels of taxable property to provide certain services necessary to meet increased demands placed upon the City.

Certain development projects are required to form or annex into a maintenance district. These districts apply an annual fee or special tax upon properties within the district, which provides the revenue to offset the cost of maintenance of the public improvements necessary to serve the development.

ANALYSIS:

Toll West Coast, LLC, a Delaware limited liability company ("Owner") have submitted a Petition to the City requesting that Assessor's Parcel Number 120-020-022 be annexed to CFD No. 2016-3. The Petition, including the waiver and consent by the Owner, is on file in the City Clerk's office and authorizes the City to: (1) hold the election and declare election results; (2) shorten election time requirements; (3) waive analysis and arguments; and (4) waive all noticing requirements relating to the conduct of the election immediately following the public hearing.

The development is comprised of an empty lot located southwest of Santana Way, northeast of Garretson Ave, and northwest of Twinleaf Ave. The gross acreage for the entire property in the boundary area is approximately 9.30 acres, as shown in Exhibit "A" of Resolution No. 2025-093 ("Subject Parcel"). The Owner proposes to construct 35 single-family lots.

As a condition of approval, the Subject Parcel is required to be annexed into CFD No. 2016-3 to pay for the maintenance of lighting, street maintenance, drainage, parks, and graffiti. Should Resolution No. 2025-093 be approved, the annexation process proceeds, and a public hearing of the proposed annexation shall be held on October 15, 2025.

FINANCIAL IMPACT:

The proposed annexation will establish Tax Zone 44 within the CFD No. 2016-3. The Subject Parcels will be assessed as residential units and will benefit from the existing and future lighting, street maintenance, drainage, parks and graffiti for Special Tax A, and drainage for Special Tax B (Contingent). This annexation will yield an estimate of \$16,730 annually in special assessment revenue, not including Contingent Tax B, for the District at build-out as planned. The total annexation cost will be paid by the Owners.

ENVIRONMENTAL ANALYSIS:

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

action merely declares the City's intent to annex the Subject Parcel to CFD No. 2016-3 and there is no possibility that adopting this resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: ERMA MONTANO, SENIOR FINANCIAL ANALYST

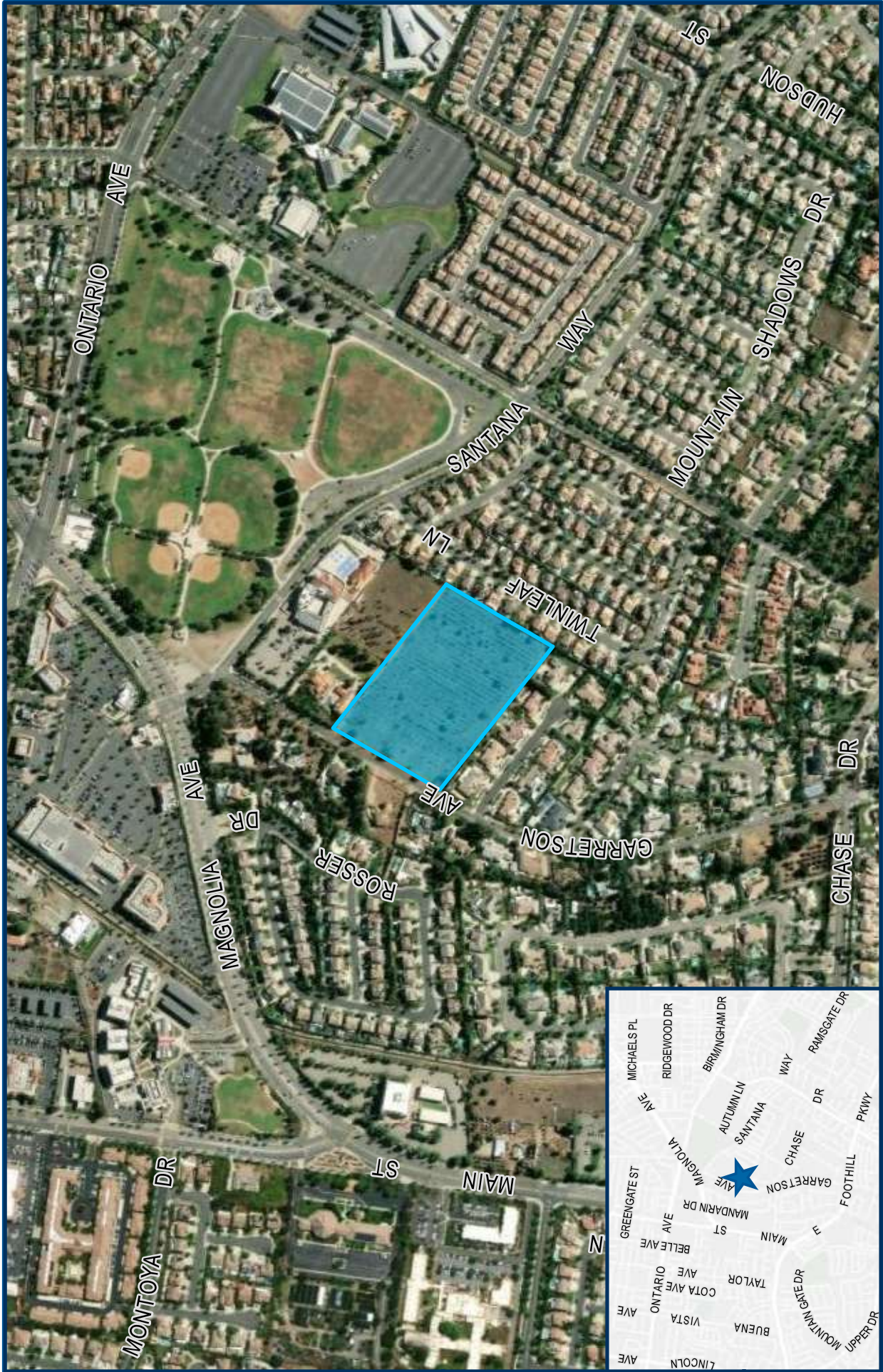
REVIEWED BY: KIM SITTON, FINANCE DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – CFD No. 2016-3 Annexation No. 44 Project Map
2. Exhibit 2 – Resolution No. 2025-093

PROJECT MAP

COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
ANNEXATION NO. 44



RESOLUTION NO. 2025-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES) OF THE CITY OF CORONA, AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 44)

WHEREAS, the City Council (the "City Council") of the City of Corona (the "City") has heretofore initiated proceedings for the establishment of Community Facilities District No. 2016-3 of the City of Corona, County of Riverside, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, the City has received signed petitions from the owner and developer of a certain parcel of property requesting that such parcel be annexed to the Community Facilities District, and agreeing to the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act") to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5.

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

SECTION 1. Intention. The City Council declares its intention to conduct proceedings pursuant to Article 3.5 of the Act for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

SECTION 2. Name of District. The name of the existing Community Facilities District is Community Facilities District No. 2016-3 (Maintenance Services) of the City of Corona, County of Riverside, State of California.

SECTION 3. Description of Territory Proposed to be Annexed; Annexation Map. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on November 7, 2016 in Book 80 of Maps of

Assessment and Community Facilities Districts, page 24, and as Instrument No. 2016-0494014; and the map entitled Annexation Map No. 1 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on March 6, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 45, and as Instrument No. 2017-0091538; the map entitled Annexation Map No. 2 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 25, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 61, and as Instrument No. 2017-0164857; the map entitled Annexation Map No. 3 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 25, 2017 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 60, and as Instrument No. 2017-0164856; the map entitled Annexation Map No. 4 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 11, 2018 in Book 82 of Maps of Assessment and Community Facilities Districts, at page 33, and as Instrument No. 2018-0139326; the map entitled Annexation Map No. 5 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on May 9, 2018 in Book 82 of Maps of Assessment and Community Facilities Districts, at page 46, and as Instrument No. 2018-0180894; the map entitled Annexation Map No. 6 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on August 8, 2018 in Book 82 of Maps of Assessment and Community Facilities Districts, at page 95, and as Instrument No. 2018-0318806; the map entitled Annexation Map No. 7 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 12, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 3, and as Instrument No. 2018-0366312; the map entitled Annexation Map No. 8 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 24, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 19, and as Instrument No. 2018-0420213; the map entitled Annexation Map No. 9 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on December 12, 2018 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 36, and as Instrument No. 2018-0483574; the map entitled Annexation Map No. 10 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 71, and as Instrument No. 2019-0121272; the map entitled Annexation Map No. 11 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 72, and as Instrument No. 2019-0121273; the map entitled Annexation Map No. 12 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 10, 2019 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 73, and as Instrument No. 2019-0121274; the map entitled Annexation Map No. 13 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 31, 2019 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 47, and as Instrument No. 2019-0443969; the map entitled Annexation Map No. 14 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on October 23, 2019 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 40, and as Instrument No. 2019-0428088; the map entitled Annexation Map No. 15 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on February 26, 2020 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 97, and as Instrument No. 2020-0087079; the map entitled Annexation Map No. 16 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on July 8, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 44, and as

Instrument No. 2020-0296754; the map entitled Annexation Map No. 17 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on June 25, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 39, and as Instrument No. 2020-0274667; the map entitled Annexation Map No. 19 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 23, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 61, and as Instrument No. 2020-0451769; the map entitled Annexation Map No. 20 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 23, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 62, and as Instrument No. 2020-0451770; the map entitled Annexation Map No. 21 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on November 12, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 93, and as Instrument No. 2020-0562417; the map entitled Annexation Map No. 22 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on November 12, 2020 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 94, and as Instrument No. 2020-0562418; the map entitled Annexation Map No. 23 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 7, 2021 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 62, and as Instrument No. 2021-0246658; the map entitled Annexation Map No. 24 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on March 24, 2021 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 50, and as Instrument No. 2021-0186140; the map entitled Annexation Map No. 25 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on April 28, 2021 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 94, and as Instrument No. 2021-0264410; the map entitled Annexation Map No. 26 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on November 4, 2021 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 87, and as Instrument No. 2021-0668966; the map entitled Annexation Map No. 27 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on July 28, 2021 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 32, and as Instrument No. 2021-0450034; the map entitled Annexation Map No. 28 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 22, 2021 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 68, and as Instrument No. 2021-2021-0565136; the map entitled Annexation Map No. 29 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on August 5, 2021 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 43, and as Instrument No. 2021-0469342; the map entitled Annexation Map No. 30 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 8, 2021 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 59, and as Instrument No. 2021-0535299; the map entitled Annexation Map No. 31 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on November 10, 2021 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 86, and as Instrument No. 2021-0668965; the map entitled Annexation Map No. 32 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on March 3, 2022 in Book 88 of Maps of Assessment and Community Facilities Districts, at page 41, and as Instrument No. 2022-0106476; the map entitled Annexation Map No. 33 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on May 5, 2022 in Book 88 of Maps of Assessment and Community Facilities Districts, at page 86, and as Instrument No. 2022-0211816 in the official

records of the County of Riverside; the map entitled Annexation Map No. 34 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on February 2, 2023 in Book 90 of Maps of Assessment and Community Facilities Districts, at page 51, and as Instrument No. 2023-0032152 in the official records of the County of Riverside; the map entitled Annexation Map No. 35 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on June 28, 2023 in Book 91 of Maps of Assessment and Community Facilities Districts, at page 52, and as Instrument No. 2023-0185724 in the official records of the County of Riverside; the map entitled Annexation Map No. 36 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on September 22, 2023 in Book 91 of Maps of Assessment and Community Facilities Districts, at page 97, and as Instrument No. 2023-0281617 in the official records of the County of Riverside; the map entitled Annexation Map No. 38 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on May 8, 2024 in Book 93 of Maps of Assessment and Community Facilities Districts, at page 7, and as Instrument No. 2024-0133590 in the official records of the County of Riverside; the map entitled Annexation Map No. 39 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on August 27, 2024 in Book 93 of Maps of Assessment and Community Facilities Districts, at page 100, and as Instrument No. 2024-0257967 in the official records of the County of Riverside; the map entitled Annexation Map No. 40 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on November 26, 2024 in Book 94 of Maps of Assessment and Community Facilities Districts, at page 76, and as Instrument No. 2024-0363437 in the official records of the County of Riverside. the map entitled Annexation Map No. 41 of Community Facilities District No. 2016-3 (Maintenance Services) recorded on November 26, 2024 in Book 94 of Maps of Assessment and Community Facilities Districts, at page 77, and as Instrument No. 2024-0363437 in the official records of the County of Riverside. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 44, Community Facilities District No. 2016-3 (Maintenance Services) City of Corona, County of Riverside, State of California," which is on file with the City Clerk (the "Annexation Map").

SECTION 4. Types of Services, Incidental Expenses; Plan for Providing Services. The Community Facilities District shall provide and finance the annual costs of maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use, including, but not limited to, maintenance and lighting of parks, parkways, streets, roads and open space, maintenance and operation of water quality improvements and storm drainage systems, and public street sweeping, within and in the area of the Community Facilities District. The Community Facilities District shall also finance cost associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District.

SECTION 5. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 4 above and the annual administrative expenses of the City and the Community Facilities District in determining,

apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities District by more than ten (10) percent. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The rate of special tax to be levied on property within the territory proposed to be annexed to the Community Facilities District in any fiscal year to pay the cost of the services described in Section 4 above shall be equal to the rate of special tax which will be levied on all other property within the Community Facilities District to pay the cost of such services in such fiscal year.

SECTION 6. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the areas proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of Riverside no later than 15 days prior to the date of the hearing specified in Section 7 hereof.

SECTION 7. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m. on October 15, 2025, in the Council Chambers of the City Council, 400 South Vicentia, Corona, California.

SECTION 8. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least ten (10) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

SECTION 9. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District shall be as follows:

(a) If at the time of the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be

applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of the resolution adopted by the City Council calling and scheduling the election and the exhibits thereto; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is and officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

PASSED, APPROVED AND ADOPTED this 3rd day of September 2025.

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 3rd day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3rd day of September, 2025.

City Clerk of the City of Corona, California

EXHIBIT "A"
LEGAL DESCRIPTION

**ANNEXATION NO. 44 TO
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
CITY OF CORONA, COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

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

Parcel as described on Lot Line Adjustments No. 95-21, as evidenced by document recorded February 05, 1996 as Instrument No. 042315 of official records, being more particularly described as follows:

Lot 182 of Division No. 1 of Amended Map of Orange Heights, as shown on Map recorded in Book 2, Page 1 of Maps, records of Riverside County, in the city of Corona, state of California;

Together with, that portion of said Lot 177 of said Division No.1 of Amended Map of Orange Heights, being particularly described as follows:

Beginning at a point at the most Northwesterly corner of said Lot 177; thence Southeasterly along the Northeasterly line of said Lot 177, South 66° 45' 00" East, a distance of 1.56 feet; thence Southwesterly leaving said Northeasterly line of Lot 177, South 31 ° 00' 18" West, a distance of 108.47 feet to a point on the Northwesterly line of said Lot 177; thence Northeasterly along said Northwesterly line of Lot 177, North 30° 11' 10" East, a distance of 108.28 feet to the point of beginning.

APN: 120-020-022

EXHIBIT “B”
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
OF THE CITY OF CORONA

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2016-3 (Maintenance Services) (the “CFD No. 2016-3” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2017, in an amount determined by the City Council of the City of Corona, acting in its capacity as the legislative body of CFD No. 2016-3, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2016-3, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

“Acre” or “Acreage” means the land area of an Assessor’s Parcel as shown on any Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

“Administrative Expenses” means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2016-3 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2016-3, or any designee thereof associated with fulfilling the CFD No. 2016-3 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2016-3 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees including payment of a proportional share of City overhead and salaries and benefits of any City employees whose duties are related to the administration of CFD No. 2016-3 and third party expenses related to CFD No. 2016-3. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2016-3 for any other administrative purposes of CFD No. 2016-3, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Administrator” means the City Manager of the City of Corona, or his or her designee.

“Approved Property” means all Assessor’s Parcels of Taxable Property that are included in a Final Map that was recorded prior to the March 1 preceding the Fiscal Year in which the Special Tax is being levied, and that have not been issued a building permit on or prior to the June 1 preceding the Fiscal year in which the special tax is being levied.

“Assessor’s Parcel” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means that identification number assigned to a parcel by the County Assessor of the County.

“Building Square Footage” or **“BSF”** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD” or **“CFD No. 2016-3”** means the City of Corona Community Facilities District No. 2016-3 (Maintenance Services).

“City” means the City of Corona.

“Contingent Services” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2016-3 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(2) that a Property Owners’ Association fails to adequately provide such services.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section G.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period from and including July 1st of any year to and including the following June 30th.

“Land Use Category” or **“LUC”** means any of the categories contained in Section B hereof to which an Assessor’s Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor’s Parcel as of June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Maximum Special Tax” means either Maximum Special Tax A and/or Maximum Special Tax B (Contingent), as applicable.

“Maximum Special Tax A” means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax A, as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

“Maximum Special Tax B (Contingent)” means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax B (Contingent), as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

“Multi-Family Residential Property” or **“MFR”** means any Assessor’s Parcel of Residential Property upon which a building or buildings comprised of attached Residential Units sharing at least one common wall with another unit are constructed or are intended to be constructed.

“Non-Residential Property” or **“NR”** means all Assessor’s Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Property Owner’s Association” or **“POA”** means the property owner’s association or homeowner’s association established to maintain certain landscaping within a Tax Zone.

“Proportionately” means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

“Residential Unit” or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which Residential Units have been constructed or are intended to be constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“Service(s)” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2016-3 as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Single Family Residential Property” or “SFR” means any Residential Property other than Multi-Family Residential Property on an Assessor’s Parcel.

“Special Tax(es)” means the Special Tax A or Special Tax B (Contingent) to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

“Special Tax A” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

“Special Tax A Requirement” means for each Tax Zone that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of such Tax Zone within CFD No. 2016-3 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for Bonds.

“Special Tax B (Contingent)” means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax B (Contingent) Requirement, if required.

“Special Tax B (Contingent) Requirement” means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax B (Contingent) levy as determined by the Administrator.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2016-3, which are not Exempt Property.

“Taxable Unit” means a Residential Unit, Building Square Footage, or an Acre.

“Tax Zone” means a mutually exclusive geographic area, within which particular Special Tax rates may be levied pursuant to this Rate and Method of Apportionment of Special Tax. Appendix C identifies the Tax Zone in CFD No. 2016-3 at formation; additional Tax Zones may be created when property is annexed into the CFD.

“Tax Zone 1” means the specific geographic area identified on the CFD Boundary Map as Tax Zone 1.

"Tract(s)" means an area of land; i) within a subdivision identified by a particular tract number on a Final Map, ii) identified within a Parcel Map; or iii) identified within lot line adjustment approved for subdivision.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, all Assessor's Parcels of Taxable Property within CFD No. 2016-3 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor's Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

C. MAXIMUM SPECIAL TAX RATES

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor's Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor's Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as each annexation occurs.

For purposes of determining the applicable Maximum Special Tax for Assessor's Parcels of Developed Property and Approved Property which are classified as Non-Residential Property, all such Assessor's Parcels shall be assigned the number of Building Square Footage or Acres as shown on the Final Map as determined by the Administrator. Once the Administrator determines the actual number of Building Square Footage or Acres for the Assessor's Parcels, the Special Tax A levied against the Assessor's Parcel in the next Fiscal Year shall be calculated by multiplying the number of Building Square Footage or Acres by the Maximum Special Tax per Taxable Unit identified for the applicable Tax Zone below or as included in Appendix A as each annexation occurs.

1. Special Tax A

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor's Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed

into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax A for Developed Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 1 below:

**TABLE 1
MAXIMUM SPECIAL TAX A RATES
DEVELOPED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
1	TR 36533	Single Family Residential Property	RU	\$202

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax A for Approved Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 2 below:

**TABLE 2
MAXIMUM SPECIAL TAX A RATES
APPROVED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax A
1	TR 36533	Single Family Residential Property	RU	\$202

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax A for Undeveloped Property for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 3 below:

**TABLE 3
MAXIMUM SPECIAL TAX A RATES
UNDEVELOPED PROPERTY**

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax A
1	TR 36533	Acre	\$638

On each July 1, commencing on July 1, 2018 the Maximum Special Tax A for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

2. Special Tax B (Contingent)

The City Council shall levy Special Tax B (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

- (a) The POA files for bankruptcy;
- (b) The POA is dissolved;
- (c) The POA ceases to levy annual assessments for the Contingent Services; or
- (d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax B (Contingent)

The Maximum Special Tax B (Contingent) for each Assessor's Parcel of Taxable Property is shown in Table 4 and shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 4 below:

**TABLE 4
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES
DEVELOPED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax B (Contingent)
1	TR 36533	Single Family Residential Property	RU	\$366

(ii) Increase in the Maximum Special Tax B (Contingent)

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Developed Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax B (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax B (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax B (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone annexed and included

in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 5 below:

**TABLE 5
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES
APPROVED PROPERTY**

Tax Zone	Tract	Land Use Category	Taxable Unit	Maximum Special Tax B (Contingent)
1	TR 36533	Single Family Residential Property	RU	\$366

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Approved Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax B (Contingent) for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2016-3, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2017-18 within Tax Zone 1 is identified in Table 6 below:

**TABLE 6
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES
UNDEVELOPED PROPERTY**

Tax Zone	Tracts	Taxable Unit	Maximum Special Tax B (Contingent)
1	TR 36533	Acre	\$1,156

On each July 1, commencing on July 1, 2018 the Maximum Special Tax B (Contingent) for Undeveloped Property shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2017-18 and for each following Fiscal Year, the City Council shall determine the Special Tax A Requirement for each Tax Zone and shall levy the Special Tax A on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate

amount of Special Tax A equals the Special Tax A Requirement for such Tax Zone. The Special Tax A shall be levied for each Fiscal Year as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

2. Special Tax B (Contingent)

Commencing with the first Fiscal Year in which Special Tax B (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax B (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax B (Contingent) equals the Special Tax B (Contingent) Requirement for such Tax Zone. The Special Tax B (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B (Contingent) to satisfy the Special Tax B (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax B (Contingent) Requirement after the first step has been completed, the Special Tax B (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax B (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax B (Contingent) Requirement after the first two steps has been completed, the Special Tax B (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax B (Contingent) for Undeveloped Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2016-3 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services to such properties. Based on this analysis, any properties to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned the appropriate Maximum Special Tax rates for the Tax Zone when annexed and included in Appendix A.

F. DURATION OF SPECIAL TAX

For each Fiscal Year, the Special Tax A shall be levied as long as the Services are being provided.

For each Fiscal Year, the Special Tax B (Contingent) shall be levied as long as the Contingent Services are being provided.

G. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2016-3, all Assessor's; (i) which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) which are privately owned but are encumbered by or restricted solely for public uses; or (iv) which are in use in the performance of a public function as determined by the Administrator.

H. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator of CFD No. 2016-3 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2016-3 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

APPENDIX A
CITY OF CORONA
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)

COST ESTIMATE

Special Tax A Services - The estimate breaks down the costs of providing one year's maintenance services for Fiscal Year 2025-26. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2016-3.

TAX ZONE 44 (SERVICES)
TTM 38495

Item	Description	Estimated Cost
1	Lighting	\$1,951
2	Streets	\$1,575
3	Drainage	\$649
4	Parks	\$8,325
5	Graffiti	\$165
6	Reserves	\$1,900
7	Admin	\$2,165
Total		\$16,730

TAX ZONE 44 (CONTINGENT SERVICES)
TTM 38495

Special Tax B Contingent Services – The estimate breaks down the costs of providing one year's contingent maintenance services for Fiscal Year 2025-26. If necessary, these services will be funded by the levy of Special Tax B (Contingent) for Community Facilities District No. 2016-3.

Item	Description	Estimated Cost
1	Drainage	\$1,560
2	Reserves	\$234
3	Administration	\$234
Total		\$2,028

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
DEVELOPED PROPERTY**

Tax Zone	Fiscal Year Included	Tract/APN	No. of Taxable Units	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
1	2017-18	36533	103	SFR	RU	\$202	\$366	Mari Girgis, LLC
2	2017-18	36427	146	MFR	RU	\$368	\$14	LCG Harrington, LLC
3	2017-18	PM 37167	2.50	NR	Acre	\$953	\$0	Third Street Annex, LLC
4	2017-18	115210025	3.74	NR	Acre	\$2,608	\$0	LBA RV-Company XX, LP
5	2018-19	36544	292	SFR	RU	\$941	\$81	Richland Communities
6	2018-19	TTM 31373	26	SFR	RU	\$1,470	\$9	Yahnes El Kaseer, LLC
7	2018-19	TTM 33135	62	SFR	RU	\$378	\$425	Knowleton Communities, LLC
8	2019-20	TTM 37114	5	SFR	RU	\$715	\$0	Karen Parker
9	2019-20	PM 27203	4	SFR	RU	\$976	\$0	William Meister
10	2019-20	PM 36873	2	SFR	RU	\$832	\$0	Kenneth Ibbetson
11	2019-20	TR 36701	12	SFR	RU	\$315	\$84	MVV, LP
12	2019-20	PM 30844	2	SFR	RU	\$905	\$0	Padilla Family Trust
13	2019-20	LLA 2018-003	32.00	NR	Acre	\$578	\$0	Corona Industrial Park, LLC
14	2019-20	TPM 37521 TPM 37765	2	SFR	RU	\$765	\$0	Louk, Hobbs, and Armstrong
15	2019-20	PM 37357	1	SFR	RU	\$1,080	\$0	Northpoint Evangelical Church
16	2020-21	LLA 18-002	4.99	NR	Acre	\$609	\$0	Fitness International, LLC
17	2020-21	TR 37565	3.48	NR	Acre	\$4,459	\$0	Corona Regional Medical Center, LLC
18	2020-21	PM 37746	4.08	NR	Acre	\$1,131	\$0	RCTC
19	2020-21	TR 37719	23	SFR	RU	\$1,057	\$0	EB Corona, LLC
20	2020-21	TTM 37788	11.70	NR	Acre	\$979	\$1,132	Bedford Marketplace, LLC
21	2020-21	115-090-008	3.05	NR	Acre	\$2,347	\$0	Christopher Ranch
22	2020-21	TTM 37747	3.38	NR	Acre	\$1,965	\$756	CI Rancho II, LLC
23	2021-22	TTM 36634	11	SFR	RU	\$686	\$66	Poppybend, LLC
24	2021-22	PM 37763	4.36	NR	Acre	\$687	\$72	West Corona Freeway Center Owner LLC
25	2021-22	PM 38461	4.12	NR	Acre	\$488	\$0	Promenade Realty Partners, LLC
26	2021-22	TR 36605 TR 36608	27	SFR	RU	\$1,090	\$0	D.R. Horton
27	2021-22	PM 14363	1.14	NR	Acre	\$1,313	\$0	HI Corona, LLC
28	2021-22	PM 37334	4.98	NR	Acre	\$1,465	\$0	Rodolfo M. & Maria Franco
29	2021-22	TR 36821	5	SFR	RU	\$1,320	\$0	Junfei Dai
30	2021-22	PM 36667	4	SFR	RU	\$1,671	\$0	Poppybend, LLC
31	2021-22	PM 37608	71.72	NR	Acre	\$267	\$0	Latitude Business Park, LLC & Latitude Business Park II, LLC
32	2022-23	LLA 19-009 LLA 19-010	38.71	NR	Acre	\$567	\$0	AVMGH II Limited Partnership

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
DEVELOPED PROPERTY**

Tax Zone	Fiscal Year Included	Tract/APN	No. of Taxable Units	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
33	2022-23	DPR 2019-022	7.00	NR	Acre	\$566	\$0	Radio Road Industrial Owner, LP
34	2023-24	TR 35851	60	SFR	RU	\$224	\$0	Corona 4 Land, LLC
35	2023-24	DPR 2022-0004	3.45	NR	Acre	\$1,605	\$0	Leeson Corona LLC
36	2023-24	TR 32703	13	SFR	RU	\$4,064	\$0	Southpoint Corona, LLC
37	To Be Determined							
38	2023-24	LLA 22-002	14.82	NR	Acre	\$454	\$0	IPT Corona Commerce Center, LLC
39	2024-25	TR 10896	2.28	NR	Acre	\$1,014	\$0	Newcastle Skye Maple LLC
40	2024-25	TR 37980	19	SFR	RU	\$991	\$0	FPG Tricon Citron Corona Property LLC, a Delaware limited liability company
41	2024-25	PM 38694	2	SFR	RU	\$3,547	\$0	Sajid Bari Syed, Memona Begum Syeda, & Pacific Premier Trust
42	2025-26	TTM 37805	9	SFR	RU	\$577	\$166	2020 Jurupa Valley Group, LLC
43	To Be Determined							
44	2025-26	TTM 38495	35	SFR	RU	\$478	\$58	Toll West Coast, LLC, a Delaware limited liability company

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
UNDEVELOPED PROPERTY**

Tax Zone	Fiscal Year Included	Tract/APN	No. of Taxable Units	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
1	2017-18	36533	32.62	Acres	\$638	\$1,156	Mari Girgis, LLC
2	2017-18	36427	8.30	Acres	\$6,533	\$247	LCG Harrington, LLC
3	2017-18	PM 37167	2.50	Acres	\$953	\$0	Third Street Annex, LLC
4	2017-18	115210025	3.74	Acres	\$2,608	\$0	LBA RV-Company XX, LP
5	2018-19	36544	68.33	Acres	\$4,018	\$343	Richland Communities
6	2018-19	TTM 31373	17.92	Acres	\$2,112	\$12	Yahnes El Kaseer, LLC
7	2018-19	TTM 33135	16.09	Acres	\$1,454	\$1,635	Knowleton Communities, LLC
8	2019-20	TTM 37114	2.99	Acres	\$1,195	\$0	Karen Parker
9	2019-20	PM 37203	1.10	Acres	\$3,550	\$0	William Meister
10	2019-20	PM 36873	1.40	Acres	\$1,187	\$0	Kenneth Ibbetson
11	2019-20	TR 36701	3.95	Acres	\$957	\$255	MVV, LP
12	2019-20	PM 30844	2.15	Acres	\$1,809	\$0	Padilla Family Trust
13	2019-20	LLA 2018-003	32.00	Acres	\$578	\$0	Corona Industrial Park, LLC
14	2019-20	TPM 37521 TPM 37765	1.78	Acres	\$859	\$0	Louk, Hobbs, and Armstrong
15	2019-20	PM 37357	1	Acres	\$1,776	\$0	Northpoint Evangelical Church
16	2020-21	LLA 18-002	4.99	Acres	\$609	\$0	Fitness International, LLC
17	2020-21	TR 37565	3.48	Acres	\$4,459	\$0	Corona Regional Medical Center, LLC
18	2020-21	PM 37746	4.08	Acres	\$1,131	\$0	RCTC
19	2020-21	TR 37719	3.74	Acres	\$6,490	\$0	EB Corona
20	2020-21	TTM 37788	11.70	Acres	\$979	\$1,132	Bedford Marketplace, LLC
21	2020-21	115-090-008	3.05	Acres	\$2,347	\$0	Christopher Ranch
22	2020-21	TTM 37747	3.38	Acres	\$1,965	\$756	CI Rancho II, LLC
23	2021-22	TTM 36634	2.33	Acres	\$3,237	\$311	Poppybend, LLC
24	2021-22	PM 37763	4.36	Acres	\$687	\$72	West Corona Freeway Center Owner LLC
25	2021-22	PM 38461	4.12	Acres	\$488	\$0	Promenade Realty Partners, LLC
26	2021-22	TR 36605 TR 36608	5.52	Acres	\$5,329	\$0	D.R. Horton
27	2021-22	PM 14363	1.14	Acres	\$1,313	\$0	HI Corona, LLC
28	2021-22	PM 37334	4.98	Acres	\$1,465	\$0	Rudy M. & Maria Franco
29	2021-22	TR 36821	4.90	Acres	\$1,347	\$0	Junfei Dai
30	2021-22	PM 36667	1.50	Acres	\$4,457	\$0	Poppybend, LLC
31	2021-22	PM 37608	71.72	Acres	\$267	\$0	Latitude Business Park, LLC & Latitude Business Park II, LLC
32	2022-23	LLA 19-009 LLA 19-010	38.71	Acres	\$567	\$0	AVMGH II Limited Partnership
33	2022-23	DPR 2019-022	7.00	Acres	\$566	\$0	Radio Road Industrial Owner, LP

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE
UNDEVELOPED PROPERTY**

Tax Zone	Fiscal Year Included	Tract/APN	No. of Taxable Units	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
34	2023-24	TR 35851	3.42	Acres	\$3,925	\$0	Corona 4 Land, LLC
35	2023-24	DPR 2022-0004	3.45	Acres	\$1,605	\$0	Leeson Corona LLC
36	2023-24	TR 32703	8.27	Acres	\$7,208	\$0	Southpoint Corona, LLC
37	To Be Determined						
38	2023-24	LLA 22-002	14.82	Acres	\$454	\$0	IPT Corona Commerce Center, LLC
39	2024-25	TR 1096	2.28	Acres	\$1,014	\$0	Newcastle Skye Maple LLC
40	2024-25	TR 37980	4.72	Acres	\$3,988	\$0	FPG Tricon Citron Corona Property LLC, a Delaware limited liability company
41	2024-25	PM 38694	1.80	Acres	\$4,794	\$0	Sajid Bari Syed, Memona Begum Syeda, & Pacific Premier Trust Custodian
42	2025-26	TTM 37805	0.42	Acres	\$12,364	\$3,564	2020 Jurupa Valley Group, LLC
43	To Be Determined						
44	2025-26	TTM 38495	9.30	Acre	\$2,116	\$256	Toll West Coast, LLC, a Delaware limited liability company

ESCALATION OF MAXIMUM SPECIAL TAXES

On each July 1, commencing on July 1, 2018 the Maximum Special Tax shall increase by i) the percentage increase in the Consumer Price Index (All Items) for Los Angeles - Riverside - Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

APPENDIX B
CITY OF CORONA
COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)
DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2016-3, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights and traffic signals; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance and servicing of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2016-3; as well as local roads within residential subdivisions located within CFD No. 2016-3; and any portions adjacent to the properties within CFD No. 2016-3; and

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

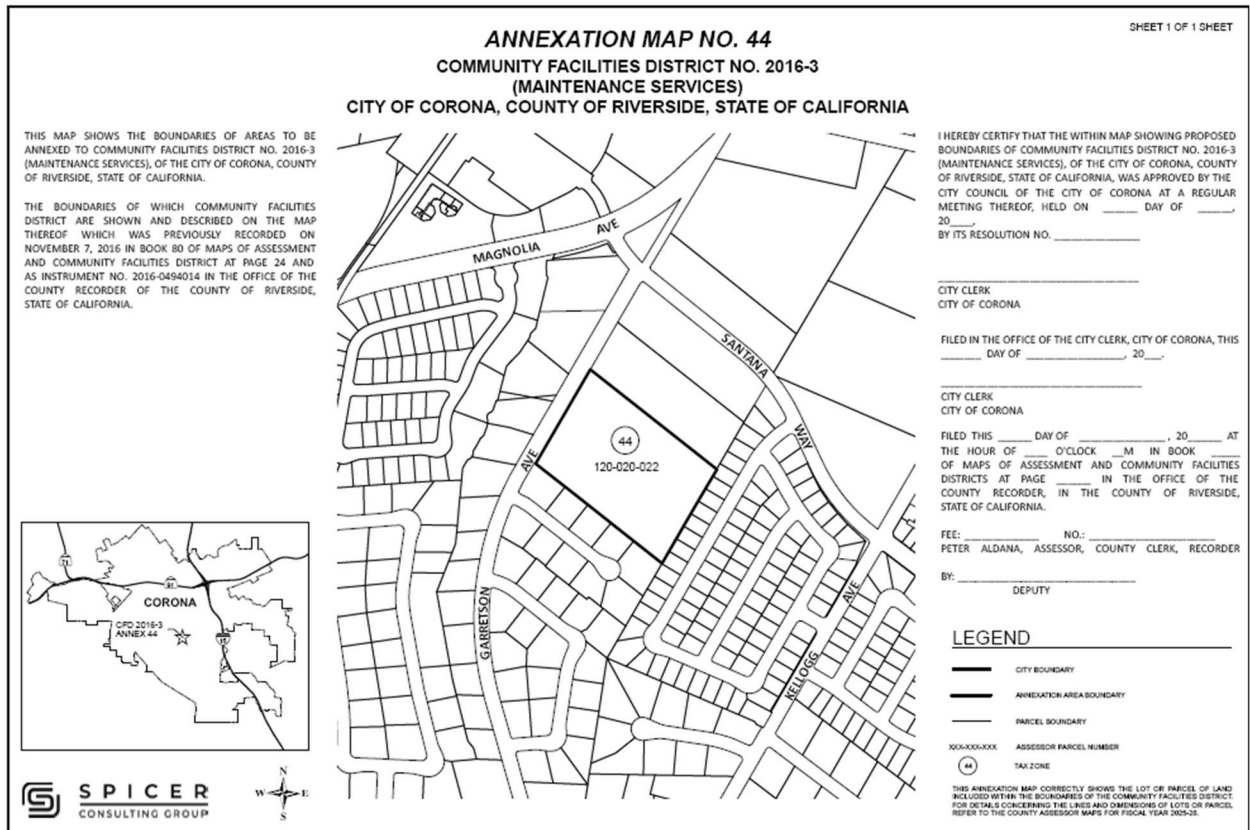
The above services may be financed by proceeds of the special tax of CFD No. 2016-3 only to the extent that they are in addition to those provided in the territory of CFD No. 2016-3 before CFD No. 2016-3 was created or those provided in the territory annexed to CFD No. 2016-3 before the territory was annexed, as applicable.

APPENDIX C

CITY OF CORONA

COMMUNITY FACILITIES DISTRICT NO. 2016-3 (MAINTENANCE SERVICES)

PROPOSED BOUNDARIES AND POTENTIAL ANNEXATION AREA BOUNDARIES

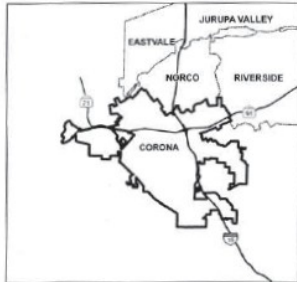


I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF POTENTIAL ANNEXATION AREA (MAINTENANCE SERVICES), CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CORONA AT A REGULAR MEETING THEREOF, HELD ON 2 DAY OF November, 2016, BY RESOLUTION NO. 2016-163

[Signature]
CITY CLERK
CITY OF CORONA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF CORONA, THIS 3 DAY OF November, 2016.

[Signature]
CITY CLERK
CITY OF CORONA



BOUNDARIES - POTENTIAL ANNEXATION AREA
COMMUNITY FACILITIES DISTRICT NO. 2016-3
(MAINTENANCE SERVICES)
CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECORDED THIS 7th DAY OF November, 2016, AT THE HOUR OF 4:40 O'CLOCK P.M. IN BOOK 80, PAGE 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \$10.00 NO. 2016-0494013
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: [Signature]
DEPUTY



LEGEND
— ANNEXATION AREA BOUNDARY



SHEET 1 OF 1 SHEET



STAFF REPORT

DATE: 09/03/2025

TO: Honorable Mayor and City Council Members

FROM: Finance and Information Technology Departments

2025-344

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

CHANGE ORDER WITH WORKDAY AND REQUEST FOR CHANGE ORDER
AUTHORIZATION

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve a Change Order to increase the Workday Inc. Purchase Order, P23756, by \$4,620 to a new total of \$613,093 and to approve future change order authority for this vendor.

RECOMMENDED ACTION:

That the City Council:

- a. Authorize the City Manager, or his designee, to issue a Change Order to increase Purchase Order P23756 with Workday Inc. by \$4,620, from \$608,473 to \$613,093 for additional integration training hours for in-house staff for the Enterprise Resource Planning system.
- b. Authorize the City Manager, or his designee, to negotiate and execute non-substantive extensions, change orders, and amendments up to 10% per year of the multi-year contract as authorized in the Corona Municipal Codes Section [3.08.070\(I\)](#).

BACKGROUND & HISTORY:

The City Council approved a multi-year contract with Workday, Inc. on November 6, 2024, for the implementation of a new Enterprise Resource Planning (ERP) system and ongoing maintenance. The original first-year amount was \$541,813. A change order authority of 20% was requested with the original approval on November 6th, however, no change order authority was approved, which means all adjustments need the Council's approval. On February 5, 2025, the City Council approved Change Order #1 in the amount of \$66,660 for additional user training, bringing the cumulative first-year amount to \$608,473.

ANALYSIS:

Staff has identified a need for further integration training for in-house Information Technology (IT) staff to ensure the successful implementation and long-term sustainability of the Workday system. This additional training will be provided through Change Order #2 in the amount of \$4,620. Change Order #2 will bring the first-year cumulative total from \$608,473 to \$613,093. The additional training hours will save the City money in the long term by removing the need to rely on third-party resources for integration management.

Based on the contract's approval on November 6, 2024, staff does not currently have any change order authority for this vendor. In line with best practices for technology projects, staff recommends including a change order authority of up to 10% of each year's contract amount. For the first year, this amounts to \$61,309 based on the updated purchase order total. The change order authority request is to efficiently address any minor unforeseen costs that may arise during the project.

	Workday Contract Amount Approved 11/06/2024	Adjusted with Change Orders (Year 1 includes Change Order #1 and #2)	Requested Change Order Authority Up to 10%
Year 1	\$541,813	\$613,093	\$61,309
Year 2	\$669,354	\$669,354	\$66,935
Year 3	\$908,732	\$908,732	\$90,873
Year 4	\$569,908	\$569,908	\$56,990
Year 5	\$581,306	\$581,306	\$58,130
Year 6	\$592,929	\$592,929	\$59,292
Year 7	\$604,789	\$604,789	\$60,478
Year 8	\$616,885	\$616,885	\$61,688
Year 9	\$629,221	\$629,221	\$62,922
Year 10	\$641,807	\$641,807	\$64,180
Totals	\$6,356,744	\$6,428,024	\$642,797

FINANCIAL IMPACT:

Funding for the recommended actions is available in the ERP System, Operating and Maintenance Project No. 77880 within General Fund 110. Staff is requesting an increase of \$4,620 to Purchase Order P23756 with Workday Inc. to incorporate the additional integration training hours. Change Order #2 will bring the first-year amount to \$613,093.

No additional funding is needed as the change order will utilize contingency funds included in the project's budget.

Additionally, staff recommends that the City Council approve future change order authority to address small change orders as they occur. Future change orders would utilize contingency funds included in the project's budget. If a future proposed change order exceeds the requested 10% authorization or contingency funds are exhausted from changes with other vendors, staff will return to the City Council for the appropriate approvals.

ENVIRONMENTAL ANALYSIS:

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

PREPARED BY: KIM SITTON, FINANCE DIRECTOR

REVIEWED BY: CHRIS MCMASTERS, CHIEF INFORMATION OFFICER



STAFF REPORT

DATE: 09/03/2025

TO: Honorable Mayor and City Council Members

FROM: Fire Department

2025-354

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

HAZMAT RESPONSE AGREEMENT-CORONA FIRE AND MURRIETA FIRE

EXECUTIVE SUMMARY:

This staff report asks Council to approve a cooperative aid agreement for the City of Corona Fire Department to provide hazardous materials emergency response services to the City of Murrieta. The City of Murrieta Fire & Rescue does not maintain its own Hazardous Materials Response Team, and this agreement will ensure access to specialized services when needed. The Corona Fire Department staffs one of only four Office of Emergency Services (OES) certified Hazardous Materials Response Teams in Riverside County, positioning the Department as a regional resource with training, personnel, and equipment necessary to safely and effectively mitigate hazardous materials incidents.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the Hazardous Materials Response Cooperative Agreement with the City of Murrieta.
- b. Authorize the City Manager, or their designee, to execute the Hazardous Materials Response Cooperative Agreement with the City of Murrieta.

BACKGROUND & HISTORY:

The City of Corona Fire Department (CFD) maintains a Type II OES-certified Hazardous Materials Response Team, one of only four certified teams in Riverside County, alongside the Hemet Fire Department, Riverside City Fire Department, and Riverside County Fire Department. Recognizing both the regional hazard risk and the absence of a local team in Murrieta, the Cities of Murrieta and Corona have negotiated a Cooperative Agreement to formalize the provision of hazardous materials emergency response services. Under this agreement, CFD will provide personnel, equipment, and expertise to hazardous materials incidents in Murrieta's jurisdiction when requested, subject to resource availability and Corona's primary responsibility to its own jurisdiction.

Incidents involving the release of hazardous substances pose significant risks to public health, safety, the environment, and require specialized resources for effective mitigation. While Murrieta Fire & Rescue (MFR) provides comprehensive emergency response services to its community, it does not maintain a dedicated Hazardous Materials Response Team. To address this operational gap, MFR has historically relied on countywide and statewide mutual aid frameworks, including the Riverside County Fire Mutual Aid Plan and the California Emergency Services Act. While these systems ensure access to specialized resources, they often involve "Assistance-by-Hire" requests that may delay immediate deployment or incur direct costs to the requesting agency.

ANALYSIS:

The proposed Cooperative Agreement enhances regional public safety by ensuring agencies have reliable access to specialized hazardous materials response without creating or staffing their own teams. For Corona, this arrangement strengthens interagency partnerships and reinforces its role as a regional leader in special operations, while preserving operational discretion and the ability to prioritize local needs.

From a fiscal perspective, the agreement establishes a cost-effective framework. No reimbursement is required for the first six hours of CFD's response. If an incident requires services beyond that period, the arrangement transitions to an "Assistance-by-Hire" model, with the City of Murrieta responsible for personnel costs at the City of Corona's adopted hourly rate, in addition to the cost of disposable supplies and materials used. This model provides Murrieta with predictable cost exposure, while ensuring that Corona is reimbursed for extended deployments.

Operationally, the agreement specifies that Murrieta will retain incident command authority within its jurisdiction, while requesting Corona's technical support as needed. Both agencies retain their independence, including responsibility for personnel compensation, insurance, and liability coverage. The agreement is voluntary in nature, clarifies indemnification obligations, and is authorized under California Government Code Section 55632.

FINANCIAL IMPACT:

There is limited financial impact associated with the recommended actions. There is no reimbursement for the first six (6) hours of hazardous materials response provided by the

Corona Fire Department within Murrieta's jurisdiction; however, if a response extends beyond six hours, the agreement transitions to an Assistance-by-Hire arrangement under which Murrieta reimburses Corona at the City's adopted hourly rate for hazardous materials team services, plus the cost of disposable supplies and materials. All costs associated with staffing, wages, benefits, insurance, and routine equipment maintenance remain the responsibility of each jurisdiction, ensuring that Corona does not incur ongoing expenditures while providing a clear mechanism for cost recovery in the event of prolonged or resource-intensive incidents.

ENVIRONMENTAL ANALYSIS:

This action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action merely approves an agreement, and there is no possibility that approving the recommended action will have a significant effect on the environment.

PREPARED BY: BRIAN YOUNG, FIRE CHIEF

REVIEWED BY: BRIAN YOUNG, FIRE CHIEF

ATTACHMENTS:

1. Exhibit 1 – Cooperative Agreement

COOPERATIVE AGREEMENT BETWEEN THE
CITY OF MURRIETA AND THE CITY OF CORONA
FOR HAZARDOUS MATERIALS RESPONSES

1. PARTIES AND DATE.

This Cooperative Agreement, made and entered into this 1st day of September, 2025 ("Effective Date"), is by and between the City of Murrieta, a municipal corporation ("Murrieta"), and the City of Corona, a municipal corporation, ("Corona"). Murrieta and Corona are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

2. RECITALS.

WHEREAS, the City of Corona Fire Department ("CFD") maintains a Hazardous Materials Response Team ("Hazmat Team") that serves Corona and surrounding communities;

WHEREAS, the CFD Hazmat Team is Type II State Certified, created to identify and respond to incidents involving various types of hazardous materials through the use of specialized equipment and trained personnel;

WHEREAS, the City of Murrieta Fire Department ("MFD") does not maintain a Hazmat Team;

WHEREAS, it is in the public interest that a cooperative agreement between the MFD and CFD occur through cooperative assistance for incidents of hazardous materials within MFD's jurisdiction;

WHEREAS, the Parties acknowledge and agree that CFD's response to a request for assistance may be delayed or denied pending an existing emergency or other demand on its equipment or personnel within CFD's jurisdiction;

WHEREAS, the Parties are authorized to enter into this Cooperative Agreement pursuant to California Government Code Section 55632; and

WHEREAS, the Parties value intergovernmental relationships and continuously seek to improve response and recovery capabilities following incidents of hazardous materials.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein set forth, the Parties agree as follows:

3. TERMS.

3.1 Hazardous Materials Response. When requested by MFD, the CFD Hazmat Team shall respond with appropriate personnel and equipment to provide assistance with hazardous materials incidents within MFD's jurisdiction, provided that such assistance does not interfere with the CFD Hazmat Team's responsibility and ability to respond to emergencies of any type and hazardous materials within the CFD's jurisdiction.

3.2 Limitations on Response. CFD's obligations hereunder shall be expressly contingent upon its staffing and equipment availability, as well as existing fire conditions in the jurisdictional areas of Corona, as determined by Corona in its sole and absolute discretion. CFD's response within the jurisdictional limits of Murrieta may not interfere with CFD's responsibility or ability to respond to emergencies or other calls within its own jurisdictional area. CFD shall endeavor to notify MFD in advance when it knows that its equipment or personnel will not be available to respond within the jurisdictional limits of MFD.

3.3 Dispatch and On-Scene Services. Each Party shall be responsible for providing, or contracting for the provision of, dispatch services for its own equipment and personnel for all incidents to which it responds under this Agreement. MFD shall direct all incident scene operations and support activities, and shall request any additional assistance from CFD when needed.

3.4 Voluntary Assistance. The operation and implementation of this Cooperative Agreement is voluntary only and shall not create a duty to respond on the part of CFD. CFD shall not be held liable for failing to provide assistance or for the termination of assistance under this Cooperative Agreement.

3.5 Policies and Procedures. The specific details of the services to be provided by CFD under this Cooperative Agreement, as well as the general operational policies and procedures, which may be necessary to effectuate this Cooperative Agreement, shall be as determined by the CFD and MFD Fire Chiefs, or their designees. The Fire Chiefs of the MFD and CFD, or their designees, shall meet annually to discuss and revise, as necessary, such operational policies and procedures under this Cooperative Agreement. Each Party agrees to work closely with each other in the performance of this Cooperative Agreement, to be available to each other at all reasonable times and to take all further actions necessary and reasonable to implement the full intent of this Cooperative Agreement.

3.6 Insurance.

3.6.1 Workers' Compensation. Corona and Murrieta shall each maintain Workers' Compensation Insurance or self-insurance for their own employees without cost to the other Party. In the event that an employee of either Party pursues a workers' compensation claim for an incident which occurred while responding in the jurisdictional limits of MFD pursuant to this Cooperative Agreement, the Parties understand, acknowledge and agree that the Party employing such employee shall be responsible

and liable to process, defend and/or pay the claim as necessary. Each Party shall defend, indemnify and hold harmless, pursuant to Section 3.10 below, the other Party with respect to workers' compensation claims filed by their own employees.

3.6.2 Additional Insurance. Each Party shall provide its own insurance or self-insurance for its own apparatus, equipment and employees, including general liability insurance and automobile insurance.

3.7 Independent Contractor Status. Corona and Murrieta shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Cooperative Agreement, as well as that which may be required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, benefits and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose. Each Party shall be responsible for their respective costs incurred from operating, maintaining, and repairing the equipment used and any related performance under this Cooperative Agreement.

3.8 Representatives. Corona and Murrieta hereby designate their respective Fire Chiefs, or their designees, to act as their representatives for the performance of this Cooperative Agreement. Each representative shall have the power to act on behalf of their respective Party for all purposes under this Cooperative Agreement.

3.9 Compensation. No payment shall be made to CFD as compensation for assistance provided under this Cooperative Agreement for the first six (6) hours, commencing at the time of initial dispatch, of CFD Hazmat Team's response time to a hazardous materials incident in MFD's jurisdiction. If CFD's Hazmat Team provides over six (6) hours of assistance to a hazardous materials incident in MFD's jurisdiction, then the request shall revert to assistance-by-hire (ABH) from the time of initial dispatch at the annual adopted rate per hour of CFD's Hazmat Team plus disposable supplies and materials used during the response.

3.10 Indemnification. Pursuant to California Government Code Section 895 et seq., each Party agrees to defend, indemnify, and hold harmless the other Party, their elected officials, employees, contractors, volunteers and agents from any claims, demands, causes of action, costs, expenses, losses, damages, injuries and liabilities, including wrongful death and attorney's fees, arising from each Party's performance of this Cooperative Agreement, except to the extent such liability is caused by the negligence or willful misconduct of the other Party.

3.11 Entire Agreement. This Cooperative Agreement and any other documents incorporated herein by specific reference set forth the entire and integrated agreement between the Parties. This Cooperative Agreement supersedes all prior oral and written

negotiations, representations, agreements, and dealings.

3.12 Amendments. This Cooperative Agreement shall not be amended nor modified, except by the written consent of both Parties. No provision or breach hereof shall be waived, except by the written consent of both Parties.

3.13 Assignment. Neither Party shall transfer, assign, or convey this Cooperative Agreement or any duties or obligations under this Cooperative Agreement without the prior written consent of the other Party.

3.14 Third Party Rights. The Parties do not intend to create rights in or grant remedies to any third party as a beneficiary to this Cooperative Agreement, or as a result of any duty, covenant, obligation, or undertaking established herein.

3.15 Governing Law. This Cooperative Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California. Any action relating to this Agreement, whether in law or equity, shall be filed in the Superior Court of Riverside County.

3.16 Counterparts. This Cooperative Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall constitute one and the same instrument.

3.17 Authority to Enter Agreement. The person or persons executing this Cooperative Agreement on behalf of each Party warrants and represents that he/she has the authority to execute and deliver this Cooperative Agreement on behalf of said Party and has the authority to bind the said Party to the provisions of this Cooperative Agreement. This Cooperative Agreement shall be binding upon heirs, executors, administrators, successors, and assigned of Parties.

3.18 Term. This Cooperative Agreement shall commence upon the Effective Date and shall continue for three (3) years, unless terminated by either Party by giving thirty (30) days' notice, in writing, to the other Party.

3.19 Notices. Any notice permitted or required to be provided pursuant to this Cooperative Agreement shall be sent to the following address, or such other address as each Party ay provide in writing for this purpose:

MURRIETA

Attn: Fire Chief
41825 Juniper Street
Murrieta, CA. 92562
bmolloy@murrietaca.gov

CORONA

Attn: Fire Chief
735 Public Safety Way, St. 201
Corona, CA 92882
brian.young@coronaca.gov

3.20 Attorneys Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Cooperative 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Cooperative Agreement on the date and year first-above written.

MURRIETA: CITY OF MURRIETA

CORONA: CITY OF CORONA

Justin Clifton, City Manager

Brian Young, Fire Chief

ATTEST:

Cristal McDonald, City Clerk

Sylvia Edwards, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

Dean Derleth, City Attorney



STAFF REPORT

DATE: 09/03/2025
TO: Honorable Mayor and City Council Members
FROM: Public Works Department

2025-349

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

CONTRACT CHANGE ORDER WITH RESOURCE ENVIRONMENTAL, INC. FOR THE REMOVAL OF NEWLY DISCOVERED HAZARDOUS MATERIAL FROM THE OLD PD BUILDING DEMOLITION, CAPITAL IMPROVEMENT PROJECT NO. FC-2023-09

EXECUTIVE SUMMARY:

This staff report requests that the City Council authorize a Contract Change Order for Resource Environmental, Inc., in the amount of \$199,649, to dispose of newly discovered hazardous material not previously identified during pre-construction testing.

RECOMMENDED ACTION:

That the City Council:

- a. Authorize the City Manager, or his designee, to issue a Contract Change Order in the amount of \$199,649 to Resource Environmental, Inc. for the removal of newly discovered hazardous materials during demolition activities.
- b. Authorize the City Manager, or his designee, to execute a Contract Change Order with Resource Environmental, Inc. to increase the contract amount by \$199,649, amending the total contract amount to \$1,813,081.84, including any non-substantive extensions, change orders, purchase orders, and amendments up to \$181,301, which is equivalent to 10% of the revised contract amount.

- c. Authorize a budgetary transfer in the amount of \$200,000 from the Skyline Trail Access Bridge, Capital Improvement Project No. FC-2022-21 to the Old PD Building Demolition, Capital Improvement Project No. FC-2023-09 within the General Fund 110.

BACKGROUND & HISTORY:

On December 4, 2024, the City Council awarded Notice Inviting Bids (NIB) 25-015SB to Resource Environmental, Inc. in the bid amount of \$1,560,680 for the demolition of the Old PD building located at 849 W. Sixth Street. The Capital Improvement Project, FC-2023-09, includes re-routing of existing communications cabling and equipment, demolishing the building, preserving a portion of the parking lot for use by the County of Riverside Courts, providing a continuous sidewalk pathway from City Hall to the front of the Historic Civic Center, and installing irrigation and grass. A Notice to Proceed was subsequently issued to Resource Environmental Inc., and work began at the site on March 4, 2025.

ANALYSIS:

During the development of plans and specifications for the project, a pre-demolition hazardous materials survey was performed on the building based on the building's age to help identify any materials that may need special handling and disposal. During the survey, potential asbestos-containing materials were identified and sampled. Over 108 items were tested for the presence of asbestos. Materials that tested positive and required remediation were identified and included items such as mastic (an adhesive used in flooring and roofing) and roof flashing seal. These items were quantified and identified in the bid documents for prospective bidders to bid on. All identified items were removed via proper protocols prior to the beginning of the demolition process.

Towards the end of the building demolition, while excavating dirt located adjacent to a retaining wall, a black tar substance was revealed on the stucco. The suspect material was tested and found to be positive for asbestos. Although above-ground stucco samples were previously tested and found to be free of asbestos, the tar substance was located below the ground level surface and, therefore, was not tested and identified. This resulted in additional work necessary to contain the material and safely dispose of it. The additional cost is \$199,649, which is over 10% of the original contract amount of \$1,560,680. Per Corona Municipal Code Section 3.08.050 (H), change orders greater than \$100,000 or 10% of the original contract amount for public projects must be approved by the City Council. Staff thoroughly reviewed the City's options for proceeding with the Change Order and believe that separately bidding the change order would provide no competitive advantage and would be futile because of the: (i) substantial delay in completion of the needed change order work to complete the Project, (ii) the need to preserve the original contractor's warranty and performance obligations over all work on the Project, and (iii) avoidance of potential issues associated with coordination and overlapping of physical space, project experience, interrelated nature of work, and proximity to the original scope of work if a second, separate contractor were to be used for the change order work.

Therefore, staff requests approval for the change order to finish demolition activities for the building and move forward with completing the rest of the project scope. The original project was anticipated to be completed by the end of August 2025. Based on the additional work, it is now anticipated that the work will be completed in early November 2025.

FINANCIAL IMPACT:

The project is currently funded by the American Rescue Plan Act (ARPA) Fund 413 and Measure X Fund 120. Additional funding in the amount of \$200,000 is requested to complete the project.

Staff recommends a budgetary transfer from the Skyline Trail Access Bridge Project to Old PD Building Demolition Project within the General Fund 110, as follows:

Project No.	Fund	Current Balance	Transfer Amount	Revised Balance
FC-2023-09 Old PD Building Demolition Project	General Fund 110	\$0.00	\$200,000.00	\$200,000.00
FC-2022-21 Skyline Trail Access Bridge	General Fund 110	\$561,079.39	(\$200,000.00)	\$361,079.39
Total:		\$561,079.39	\$0.00	\$561,079.39

Following approval of this transfer, sufficient funding will remain for the Skyline Trail Access Bridge to continue working on this project.

ENVIRONMENTAL ANALYSIS:

These actions are categorically exempt pursuant to Section 15301 of the Guidelines for the California Environmental Quality Act (CEQA), which states that the 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. Therefore, no environmental analysis is required, and staff has filed a Notice of Exemption with the County of Riverside.

PREPARED BY: TRACY MARTIN, SENIOR PROJECT MANAGER

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

Attachments:

Exhibit 1 – Change Order

RESOURCE ENVIRONMENTAL, INC.

PROJECT MEMORANDUM

Date 8/12/2025 Project Name Old
 Project No. RE 24-113
 Address: 815 W. 6th Street Corona, CA 92882
 To Tracy Martin Email: Tracy.Martin@CoronaCA.gov
 Company Senior Project Manager Corona
 From Mario Medina Email: mario@resource-env.com
 Company Resource Env
 Subject: Request for Change to contract Change Order

DESCRIPTION OF CHANGE

RFC#- P-5 Abatement Per Converse Consultant Written Plan

Unforeseen P-5 Abatement on CMU Wall (Approx. 30 FT x 11Ft Height)- Removal of 1,995 SF Black Tar-like material on CMU Wall. Approx. 1,900 SF of Soil Against the Retaining Wall. Approx. 5 Sf of Asbestos-Contaminated Soil. Approx. 330 SF of concrete Foundation will need to be Hepa Vacuumed. Approx. 1,040 SF of Debris (collapsed Retaining Wall) will need to be double bagged onto 6 mil Printed (Haz) Bags Sealed With Duct Tape. 8 Additional Working Days to Complete P-5 Abatement. Work Will Be Done With Excavator Machine with Thumb Bucket.

COST BREAKDOWN

Description	Man-Power	Hours	Days	Rate	Amount
Asbestos Foreman	1	8	10	\$102.52	\$8,201.60
Asbestos Laborer	3	8	10	\$99.89	\$23,973.60
Haz Operator	1	8	10	\$128.16	\$10,252.80
Labor Subtotal					\$42,428.00

Other Charges	Unit	Quantity	Rate	Amount
Materials (poly, tape, glue, etc.)	1	1	\$15,125.38	\$15,125.38
Equipment (Shop vacs, showers, etc)	1	1	\$13,296.00	\$13,296.00
Excavator 210 W/ Thumb Bucket (Weekly Rental)	1	10	\$1,050.00	\$10,500.00
AQMD Notification P-5	1	1	\$1,407.45	\$1,407.45
Diesel Fuel (Per Gallon)	10	85	\$4.99	\$4,241.50
Track skidsteer S-650	1	10	\$450.00	\$4,500.00
				\$0.00
Equip/Materials Subtotal				\$49,070.33

Disposal	Unit	Quantity	Rate	Amount
20 Yard Bins (Roll Top)	1	30	\$3,000.00	\$90,000.00
Subtotal				\$90,000.00

Transportation	Unit	Quantity	Rate	Amount
Subtotal				\$0.00

Change Order & Other Charges Subtotal				\$181,498.33
	Labor Mark-Up	10%		\$4,242.80
	Equip/Materials Mark-Up	10%		\$4,907.03
	Disposal Mark-Up	10%		\$9,000.00
	Transportation Mark-Up	5%		\$0.00
GRAND TOTAL FOR THIS CHANGE ORDER				\$199,648.16

Previous Change Orders
Original Contract
Revised Contract
CHANGE TO CONTRACT SCHEDULE

All terms and conditions of the original contract still apply.

Approved/Accepted

Signature _____ Name/Title _____ Date _____



STAFF REPORT

DATE: 09/03/2025
TO: Honorable Mayor and City Council Members
FROM: Planning and Development Department

2025-07

REQUEST FOR CITY COUNCIL ACTION

WAIVER FROM CORONA MUNICIPAL CODE SECTION 15.60.080 ON THE UNDERGROUNDING OF EXISTING OVERHEAD UTILITY WIRES LOCATED ALONG 519 E TENTH STREET (APPLICANT: CESAR MONDRAGON)

EXECUTIVE SUMMARY:

This staff report asks the City Council to waive the requirement of Corona Municipal Code (CMC) Section 15.60.080 on the undergrounding of the existing overhead utility wires located at 519 E Tenth St. CMC Section 15.60.080 requires overhead wires that transmit less than 34,000 volts and provide service to a structure that is enlarged, or an addition is made thereto to be relocated underground. In this case, a vacant parcel will be developed with a new single-family dwelling. According to CMC Section 15.60.060, the City Council may grant a waiver from the requirement of CMC Section 15.60.080 if the undergrounding of the overhead wires would be unreasonable, impractical, and cause undue hardship to the applicant or the public.

RECOMMENDED ACTION:

That the City Council grant a waiver from Section 15.60.080 of the Corona Municipal Code for the undergrounding of poles and overhead utility wires located at 519 E Tenth Street.

BACKGROUND & HISTORY:

The property owner of 519 E Tenth Street plans to construct a new single-family residence and an accessory dwelling unit on the 0.20-acre property. The property is located along East Tenth Street between Grand Boulevard and South Joy Street.

CMC Section 15.60.080 requires overhead wires that transmit less than 34,000 volts to be relocated underground when a new building or structure is proposed, or an addition is made to an existing structure or building. The applicant submitted a request to the City on July 17, 2025, requesting that the City Council grant a waiver from the undergrounding of utility poles and overhead wires that run from the property's frontage on Tenth Street to poles on the western side and northeast corner of the lot. The applicant has indicated that the overhead wires will continue to exist above ground beyond the boundary of the project site to the north, and that the cost of doing this public improvement would be financially infeasible based on the scope of the project.

ANALYSIS:

Section 15.60.080 of the CMC recognizes above ground utility wires exist within the City and are considered nonconforming to the requirement of CMC Section 15.60.030. Section 15.60.030 prohibits above ground poles, wires, and associated structures, irrespective of the use or proposed use of the structure of building it is intended to serve. However, CMC Section 15.60.060 allows the City Council to grant a waiver to this requirement if the finding can be made that the undergrounding of the utility wires would be unreasonable, impractical, and cause undue hardship to the applicant or public.

Staff have determined that the finding exists for the City Council to grant the waiver for the following reasons:

- a) The overhead wires will continue to remain above ground beyond the boundaries of the project site northeast of South Joy Street along the alley located in the northern side of the property.
- b) The approximate cost to underground electrical conduit, relocate powerlines, and remove the power poles has been estimated to be \$30,000 causing financial hardship to the applicant.

FINANCIAL IMPACT:

The applicant has paid the Utility Underground Waiver Request fee of \$2,013.

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 to only 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 questions may have a significant effect on the environment, the activity is not subject to CEQA. There is no possibility that this action on granting a waiver to the requirement within the Corona Municipal Code will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: BRYAN OSEGUEDA, ASSISTANT ENGINEER

REVIEWED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Location Map
2. Exhibit 2 – Pole Location
3. Exhibit 3 – Waiver Request Letter

Location Map



EXHIBIT 1



July 17, 2025

City of Corona

City Clerk

400 South Vicentia Ave., Suite 115

Corona, CA 92882

Waiver Request at 519 E Tenth Street, Corona CA

To whom it may concern,

My name is Cesar Mondragon and I am the owner of 519 E Tenth Street, Corona CA. I'm writing to you in regards to our proposed single-story residence and ADU at 519 E Tenth Street and our request for a waiver to utilize the existing power poles overhead, which includes the existing five poles, being made up of three electrical power poles & two guy wire poles. The power pole map demonstrates electrical power pole #1 running approximately 60 ft over our frontage towards guy wire pole #2. Then electrical power pole #1 runs approximately 160 ft towards electrical power pole #2, being supported by guy wire pole #1 as shown on the power pole map. Power poles #2 and #3 are located behind the property in the alley.

There is an empty lot I was going to build a single-story house and ADU. The project would result in the transformation of a vacant lot into a beautiful home in our community that represents the aesthetic and beauty of the city of Corona, CA. Our entire street has overhead electrical lines and all the residences on the street have overhead connections as well.

EXHIBIT 3

Our service connection undergrounding is approximated at \$30,000.00, plus additional fees to remove the physical poles as well. Therefore this connection would make this project unfeasible and would not allow me to continue on building this residence. This cost is simply too big of a financial burden for this single residence and ADU. Additionally, the undergrounding of utilities would change the aesthetic of the surrounding neighborhood because all the single residents around our property have overhead.

Therefore, I request this waiver to have the opportunity to finish this project within my budget because having the utilities underground would not only change the aesthetic, it would simply cause unnecessary spending within my budget.

Best Regards,


Cesar Mondragon

27395 Pinavete

Mission Viejo, CA 92691

Email: cmbuilders76@gmail.com

Phone: (949) 899-5180



STAFF REPORT

DATE: 09/03/2025
TO: Honorable Mayor and City Council Members
FROM: Planning and Development Department

2025-341

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

ZONE TEXT AMENDMENT 2025-0001 AMENDING TITLE 17, ZONING CODE, OF THE CORONA MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR FEATHER FLAGS AND AMEND THE REVIEW PROCESS FOR PROJECTS THAT REQUIRE ARCHITECTURAL REVIEW BOARD AND CONDITIONAL USE PERMIT APPROVAL (AP

EXECUTIVE SUMMARY:

This staff report asks the City Council to approve an ordinance to amend Chapter 17.74 of the Corona Municipal Code (CMC) to establish regulations for feather flags, and Chapter 17.100 of the CMC to establish a review process for projects that require an Architectural Review Board and Conditional Use Permit approval; and approve a resolution establishing a permit application fee for feather flags. The Planning and Housing Commission recommended approval of the request to the City Council.

RECOMMENDED ACTION:

That the City Council:

- a. Approve Zone Text Amendment 2025-0001, as recommended by the Planning and Housing Commission.
- b. Introduce, by title only, and waive full reading of consideration of Ordinance No. 3420, first reading of an ordinance amending Sections 17.74.030, 17.74.080 and 17.100.020 of Title 17 (Zoning) of the Corona Municipal Code to establish regulations for feather flags and to amend the review process for projects requiring

a Conditional Use Permit and Architectural Review Board approval (ZTA2025-0001).

- c. Adopt Resolution 2025-092, establishing a permit application fee for feather flags, and update the Citywide Master Fee Recovery Schedule to include the new application fee.

BACKGROUND & HISTORY:

Feather Flags

At the City Council meeting on July 2, 2025, the City Council directed staff to establish regulations for feather flags and create a feather flag permit. A feather flag is a vertical banner attached to a single pole, temporarily staked into the ground. The banner is used as a means of advertising a product, business, or event. The City Council discussed limiting feather flags to five per property for a period not to exceed a total of 60 days in a calendar year and restricting the use to advertising special sales, events, or grand openings.

Architectural Review

The Architectural Review application described in CMC Chapter 17.100 applies to the site plan and architecture of new buildings and structures, or the addition to buildings and structures that front, side, or rear on Grand Boulevard. The architectural review process existed before the city established the Precise Plan application review process required by CMC Chapter 17.91, which is a site plan and architectural review for certain new residential developments, commercial developments, and developments located in specific plans. Decisions on architectural review and precise plan applications are discretionary by the Planning and Housing Commission (Commission). Per CMC Section 17.100.010, the Commission functions as the Architectural Review Board when deciding on architectural review applications.

The objective findings that need to be made by the Commission for granting an architectural review and precise plan are similar. Projects are required to:

- Comply with the provisions of Title 17, Zoning Code, and other applicable provisions of the Corona Municipal Code and applicable specific plan,
- Comply with objective development standards required by the zoning of the site, and
- Comply with applicable design guidelines.

The precise plan process listed in CMC Section 17.91.020(A)(2) takes into consideration that a project may also require a conditional use permit (CUP). In that event, the precise plan yields to the CUP, provided that the CUP materials and findings also address the requirements of the precise plan. This would occur when a project involves the construction of a new building or physical changes to an existing developed property

exceeding 30% of the site area or building elevations. This prevents redundant applications with the same material being covered for the same project.

The architectural review process in CMC Chapter 17.100 does not consider that a property subject to architectural review may require a CUP. Therefore, ZTA2025-0001 proposes to add text similar to the text provided in CMC Section 17.91.020 (A)(2) for the precise plan process, which would allow an architectural review to yield to a CUP should a project require both an architectural review and a CUP application.

ANALYSIS:

PROPOSED AMENDMENT

The amendment to the Sign Ordinance in Chapter 17.74 of the CMC is shown in Exhibit 1. Sections 17.74.030 and 17.74.080 are proposed to be amended and would:

- Add a definition for feather flags.
- Establish a feather flag permit.
- Establish criteria for the use of feather flags on private property:
 - Allowed for commercial, industrial and multiple dwelling rentals containing 50 or more units;
 - Each property or commercial/business center is limited to five feather flags;
 - The display of feather flags is limited to a total of 60 days in a calendar year;
 - Feather flags shall be spaced no closer than 30 feet from another feather flag on the same property;
 - The feather flag shall not augment existing signage for the business or premises and shall be limited to special events, promotions or grand openings;
 - The feather flag shall be located entirely on-site and not within the public right-of-way; and
 - The feather flag shall be maintained in good condition and is not torn or ragged.

The amendment to the Architectural Review Board Ordinance in Chapter 17.100 of the CMC is shown in Exhibit 1. The approval process for a project per Section 17.100.020 is proposed to be amended to include that in the event a major CUP is required according to the procedures in Chapter 17.92 in addition to the architectural review, only the CUP application need be filed, provided that the application materials and findings also address the requirements of this chapter.

PERMIT APPLICATION FEE

The feather flag permit is an over-the-counter permit. The permit fee was evaluated based on the review and processing time by staff. The proposed fee for the feather flag permit is \$67.

FINANCIAL IMPACT:

ZTA2025-0001 is a City-initiated amendment; therefore, no application fees were paid for the processing of this application.

Resolution 2025-092 will adopt a permit application fee of \$67 for feather flags. The resolution shall take effect and be in full force on the date Ordinance No. 3420 becomes effective. Fees shall become effective 60 days after City Council's approval (November 2, 2025). The establishment of the permit fee will not have a negative financial impact on the General Fund. In 2024, the city issued 29 temporary use permits for feather flags. The feather flag permit will be used instead of the temporary use permit, which is \$67. The estimated revenue of establishing a feather flag permit is \$1,943 but the revenue will depend on the number of permit applications submitted to the city.

PUBLIC HEARING NOTICE:

A public hearing notice 10 days in advance of the public hearing on ZTA2025-0001 and the proposed fee was advertised in the Sentinel Weekly and on the city's website.

ENVIRONMENTAL ANALYSIS:

Pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves minor text changes to the Zoning Code regarding certain regulations for feather flags and the process for architectural review applications. This action involves no physical impact. As such, there is no possibility that the amendment to the city's Zoning Code will have a significant effect on the environment. Therefore, a notice of exemption was prepared.

PLANNING AND HOUSING COMMISSION ACTION:

At its meeting of August 11, 2025, the Planning and Housing Commission considered the subject matter and took the following action:

Motion was made, seconded (Alexander/Vernon) and carried unanimously, with the added requirement that feather flags be spaced no closer than 30 feet from another feather flag, that the Planning and Housing Commission recommend approval of ZTA2025-0001 to the City Council, based on the findings and conditions contained in the Staff Report. The minutes of the Planning and Housing Commission meeting are included as Exhibit 4.

PREPARED BY: JOANNE COLETTA, PLANNING AND DEVELOPMENT DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Ordinance No. 3420
2. Exhibit 2 – Resolution 2025-092
3. Exhibit 3 – Planning and Housing Commission staff report
4. Exhibit 4 – Draft minutes of the Planning and Housing Commission meeting of August 11, 2025

ORDINANCE NO. 3420

AN ORDINANCE OF THE CITY OF CORONA, CALIFORNIA, AMENDING SECTIONS 17.74.030, 17.74.080 AND 17.100.020 OF TITLE 17 (ZONING) OF THE CORONA MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR FEATHER FLAGS AND TO AMEND THE REVIEW PROCESS FOR PROJECTS REQUIRING A CONDITIONAL USE PERMIT AND ARCHITECTURAL REVIEW BOARD APPROVAL (ZTA2025-0001).

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

WHEREAS, Chapter 17.74 of the Corona Municipal Code (“CMC”) sets forth the general standards and regulations for signs within the City; and

WHEREAS, on July 2, 2025, the City Council directed City staff to establish regulations for feather flags and create a feather flag permit process; and

WHEREAS, Section 17.100.020 of the CMC describes projects that require review and approval by the Architectural Review Board; and

WHEREAS, staff is proposing to amend Section 17.100.020 to provide that projects requiring a conditional use permit (“CUP”), as well as review and approval by the Architectural Review Board, shall only be required to submit a CUP application in order to prevent redundant applications; and

WHEREAS, on August 11, 2025, the Planning and Housing Commission of the City of Corona (“Planning Commission”) conducted a duly noticed public hearing and recommended that the City Council amend: (a) Sections 17.74.030 (Definitions) and 17.74.070 (Flags, Banners, Pennants and Devices to Attract Attention) of Chapter 17.74 (Signs) of Title 17 (Zoning) of the CMC to establish regulations for feather flags; and (b) Section 17.100.020 (Approval Required) of Chapter 17.100 (Architectural Review Board) of Title 17 (Zoning) of the CMC to require a unified application and review process for projects that require a CUP and Architectural Review Board approval (ZTA 2025-0001) (“Zone Text Amendment”); and

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

WHEREAS, on September 3, 2025, the City Council held a duly noticed public hearing at which all persons wishing to testify in connection with this Zone Text Amendment were heard and this Zone Text Amendment was comprehensively reviewed.

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

SECTION 1. CEQA Findings. As the decision-making body for this Zone Text Amendment, the City Council finds that this action is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves minor changes to the text of the Zoning Code to establish regulations for feather flags and to modify the review process of projects requiring a CUP and Architectural Review Board approval. This action involves no physical impacts and does not modify density or capacity. As such, there is no possibility that adopting this Ordinance will have a significant effect on the environment. Therefore, no environmental analysis is required.

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

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

(i) ZTA2025-0001 supports the General Plan Goal LU-5 of creating distinct and well-maintained neighborhoods and districts that contribute to the identity and image of Corona as a livable, diverse, and innovative community because it implements General Plan Policy LU-5.9 by requiring adherence to design and development guidelines as well as implementing ordinances. ZTA2025-0001 establishes regulations for feather flags to control the over-saturation of temporary freestanding advertising signs on private property; and maintains the practice of requiring architectural review for certain projects without having redundant project applications.

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

(i) ZTA2025-0001 will establish objective regulations in Chapter 17.74 for feather flags and establish a unified review process for new development that requires both an architectural review and a conditional use permit to eliminate redundancy in the number of applications for the same project.

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

(i) ZTA2025-0001 establishes regulations for feather flags and projects that require architectural review, which are intended to promote the orderly development of property and protect the public health, safety, and welfare of the general public.

SECTION 3. Zoning Text Amendment. ZTA2025-0001 is hereby approved.

SECTION 4. Amendment to Section 17.74.030. Section 17.74.030 (Definitions) of Chapter 17.74 (Signs) of Title 17 (Zoning) of the CMC is hereby amended to add a definition for “feather flags” and to amend the definition for “temporary sign” to read as follows:

“Feather Flag” means a temporary vertical advertising banner made from a textile or nylon material supported by a single pole temporarily staked into the ground.

“Temporary sign” means any sign constructed of paper, cloth, canvas, light fabric, cardboard, wallboard or other similar lightweight materials, with or without frames which is displayed for a limited period of time in accordance with an approved banner permit, feather flag permit, temporary use permit, special use permit or as described under § 17.74.040 and § 17.74.070(I).

SECTION 5. Amendment to Section 17.74.080. Section 17.74.080 (Flags, banners, pennants and devices to attract attention) of Chapter 17.74 (Signs) of Title 17 (Zoning) of the CMC is hereby amended in its entirety to read as follows:

“17.74.080 Flags, banners, pennants and devices to attract attention.

Except as provided in §§ 17.74.220 and 17.74.230 regarding flags, banners, signs and pennants on and around city-owned light poles and sports facilities, flags, banners, pennants, festoons, valances, balloons, whirligigs and other such devices used to attract attention outdoors shall be allowed within the city only for the purpose of advertising special sales, and only upon obtaining an appropriate permit therefore subject to the following conditions:

(A) Banner permit.

(1) One banner shall be allowed per business for a period not to exceed 180 days for a special sale, grand opening or promotion in a calendar year.

(2) Banners shall not augment existing permanent signs by advertising the same message.

(3) Banners shall be placed flat against a building surface and not on the roof of a building or extend above the roof parapet.

(4) Banners shall not be placed on fences, signs, poles, vehicles or other surfaces not authorized by this section. However, businesses engaging in predominantly outdoor sales, such as the sale of automobiles, recreational vehicles, motorcycles and boats may

have a banner secured between two poles located inside the property. In this circumstance, the height of the banner shall not exceed six feet.

(5) Banners shall not exceed 50 square feet in size.

(B) Temporary use permit.

(1) Rooftop mounted balloons, pennants, spinners, tethered helium balloons, either stacked or arched, and similar devices are permitted with the issuance of a temporary use permit granted by the Zoning Administrator. If such devices are in conjunction with an event associated with a special use permit as described in § 17.98.030, the issuance of the permit shall be granted by the Board of Zoning Adjustment.

(2) Tethered helium balloons shall not be displayed on the roof or exterior surface of any building.

(C) Feather flag permit.

(1) Feather flags are permitted with the issuance of a feather flag permit for commercial and industrial businesses, and multiple dwelling rentals containing 50 or more units.

(2) Five feather flags are allowed per premises, or for each commercial or business center where the property contains multiple tenants, for a period not to exceed a total of 60 days in a calendar year.

(3) Feather flags shall be spaced no closer than 30 feet from another feather flag on the same property.

(4) The feather flag shall advertise a special sale, event, or grand opening and shall not be used to augment other signage for the premises or business.

(5) The feather flag shall be associated with a business on the premises where it is located.

(6) The feather flag shall not be located in the public right-of-way.

(7) The feather flag shall be maintained in good condition and shall not be torn or ragged.

(8) The feather flag shall not be placed in the corner cut-off areas described in § 17.70.050.

(D) Permitted by right. The devices listed below shall be allowed for businesses engaging in predominantly outdoor sales such as the sale of autos, recreational vehicles, motorcycles and boats provided they are maintained in a clean and orderly fashion and not torn or faded subject to the following conditions:

(1) Festoons. One festoon may be placed upon each light standard or pole on the premises. Festoons shall not extend into the right-of-way areas.

(2) Flags. Flags may be placed on the roof top of a building, light standard or pole on the premises. Flags shall be placed a

minimum of 15 feet apart and only on one side of the principal building on the premises.

(3) Light pole (standard) banners. Two vertical banners may be placed upon each light standard or pole on the premises. Light pole banners shall not extend into the right-of-way areas.”

SECTION 6. Amendment to Section 17.100.020. Section 17.100.020 (Approval required) of Chapter 17.100 (Architectural Review Board) of Title 17 (Zoning) of the CMC is hereby amended in its entirety to read as follows:

“17.100.020 Approval required.

(A) Prior to the issuance of a building permit, approval of an architectural review shall be required for any of the following:

(1) Any new building or structure, addition to an existing building, building moving permit, or pylon sign which are or will be located so as to have a front or side or rear on either side of East and West Grand Boulevard in the city.

(2) Any new building or structure or any addition to an existing building where architectural review under this chapter is required by this Title 17 or any applicable specific plan.

(B) This chapter shall not abrogate the requirement for Board approval and determination as provided in other provisions of the code.

(C) In the event that a major conditional use permit (CUP) is required according to the procedures in Chapter 17.92 in addition to the architectural review, only the CUP application need be filed, provided that the application materials and findings also address the requirements of this chapter.”

SECTION 7. Official Record. The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Corona City Hall, 400 S. Vicentia Avenue, Corona, California 92882. The custodian for these records is the Planning and Development Director of the City of Corona.

SECTION 8. Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 9. Effective Date. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall within fifteen (15) days of its adoption cause it, or a summary of it, to be published in a general circulation newspaper published and circulated in the City of Corona. This Ordinance shall take effect and be in force 30 days after its adoption.

PASSED, APPROVED AND ADOPTED this 17th day of September, 2025.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, Clerk of the City of Corona, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Corona, California duly held the 3rd day of September 2025, and thereafter at a regular meeting held on the 17th day of September, 2025, 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 17th day of September, 2025.

City Clerk of the City of Corona, California

[SEAL]

SUMMARY

On September 3, 2025, the Corona City Council will consider amending Sections 17.74.030, 17.74.080 and 17.100.020 of the Corona Municipal Code to establish regulations for feather flags and to establish a unified review process for new development that requires both an architectural review and a conditional use permit to eliminate redundancy in the number of applications for the same project. A certified copy of the full text of this proposed ordinance amendment is posted at the City Clerk's Office.

The City Council meets at 6:00 p.m. in the Council Chambers in the Corona City Hall located at 400 South Vicentia Avenue. The City Clerk is located in Suite 115 of the City Hall near the north entrance.

RESOLUTION NO. 2025-092

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CORONA, CALIFORNIA, ESTABLISHING AN
APPLICATION FEE FOR A FEATHER FLAG PERMIT.**

WHEREAS, pursuant to the Corona Municipal Code (“CMC”) Section 17.74.080(C), a ministerial permit is required for the display of feather flags for purposes of advertising a special sale, event or grand opening; and

WHEREAS, CMC Section 17.74.050(C) provides that the application fee for permits required by CMC Chapter 17.74 shall be established by resolution of the City Council; and

WHEREAS, the City Council desires to establish the fee for feather flag permit applications.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Corona, California, as follows:

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

SECTION 2. Feather Flag Permit Fee. There is hereby established and adopted a fee of Sixty-Seven Dollars (\$67) for application of a feather flag permit required by Section 17.74.080 (C) of the Corona Municipal Code. The City Council finds and determines that this fee does not exceed the estimated reasonable cost of processing and issuing a feather flag permit. This fee shall be included in the City’s annual fee study and may be amended by resolution of the City Council.

SECTION 3 CEQA Findings. This Resolution is exempt pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), which states that a project is exempt from CEQA if the activity is covered by the common sense rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Resolution simply adopts a fee for permit applications and there is no possibility that adopting this Resolution will have a significant effect on the environment. Therefore, no environmental analysis is required.

SECTION 4. Effective Date. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and this Resolution shall take effect and be in full force on the date Ordinance No. 3420 becomes effective.

PASSED, APPROVED AND ADOPTED this 3rd day of September 2025.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 3rd day of September, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3rd day of September, 2025.

City Clerk of the City of Corona, California

[SEAL]



STAFF REPORT

DATE: 08/11/2025

TO: Honorable Chair and Commissioners

FROM: Planning and Development Department

2025-296

APPLICATION REQUEST:

ZTA2025-0001: Zone text amendment to Title 17 of the Corona Municipal Code to amend Chapter 17.74 to establish regulations for feather flags, and Chapter 17.100 to amend the review process for projects that require both an Architectural Review and a Conditional Use Permit. (Applicant: City of Corona, 400 S. Vicentia Avenue, Corona, CA)

RECOMMENDED ACTION:

That the Planning and Housing Commission recommend APPROVAL of ZTA2025-0001 to the City Council, based on the findings contained in the staff report.

BACKGROUND

Feather Flags

At the City Council meeting on July 2, 2025, the City Council directed staff to establish regulations for feather flags and create a feather flag permit. A feather flag is a vertical banner attached to a single pole, temporarily staked into the ground. The banner is used as a means of advertising a product, business, or event. The City Council discussed limiting feather flags to five per property for a period not to exceed 60 days in a calendar year and restricting the use to advertising special sales, events, or grand openings.

Architectural Review

The Architectural Review application described in CMC Chapter 17.100 applies to the site plan and architecture of new buildings and structures, or the addition to buildings and structures that front, side, or rear on Grand Boulevard. The architectural review process

existed before the city established the Precise Plan application review process required by CMC Chapter 17.91, which is a site plan and architectural review for certain new residential developments, commercial developments, and developments located in specific plans. Decisions on architectural review and precise plan applications are discretionary by the Planning and Housing Commission (Commission). Per CMC Section 17.100.010, the Commission functions as the Architectural Review Board when deciding on architectural review applications.

The objective findings that need to be made by the Commission for granting an architectural review and precise plan are similar. Projects are required to:

- Comply with the provisions of Title 17, Zoning Code, and other applicable provisions of the Corona Municipal Code and applicable specific plan,
- Comply with objective development standards required by the zoning of the site, and
- Comply with applicable design guidelines.

The precise plan process listed in CMC Section 17.91.020(A)(2) takes into consideration that a project may also require a conditional use permit (CUP). In that event, the precise plan yields to the CUP, provided that the CUP materials and findings also address the requirements of the precise plan. This would occur when a project involves the construction of a new building or physical changes to an existing developed property exceeding 30% of the site area or building elevations. This prevents redundant applications with the same material being covered for the same project.

The architectural review process in CMC Chapter 17.100 does not consider that a property subject to architectural review may require a CUP. Therefore, ZTA2025-0001 proposes to add text similar to the text provided in CMC Section 17.91.020 (A)(2) for the precise plan process, which would allow an architectural review to yield to a CUP should a project require both an architectural review and a CUP application.

PROPOSED AMENDMENT

ZTA2025-0001 proposes to amend the following section within Title 17 of the CMC. The added text is shown in red underline. The proposed amendment is also shown in Exhibit 1.

17.74.030 Definitions.

“Feather Flag” means a temporary vertical advertising banner made from a textile or nylon material supported by a single pole temporarily staked into the ground.

17.74.080 Flags, banners, pennants and devices to attract attention.

(A) Banner permit...

(B) Temporary use permit...

(C) Feather flag permit.

(1) Feather flags are permitted with the issuance of a feather flag permit for commercial and industrial businesses, and multiple dwelling rentals containing 50 or more units.

(2) Five feather flags are allowed per premises, or for each commercial or business center where the property contains multiple tenants, for a period not to exceed a total of 60 days in a calendar year.

(3) The feather flag shall advertise a special sale, event, or grand opening and shall not be used to augment other signage for the premises or business.

(4) The feather flag shall be associated with a business on the premises where it is located.

(5) The feather flag shall not be located in the public right-of-way.

(6) The feather flag shall be maintained in good condition and shall not be torn or ragged.

(7) The feather flag shall not be placed in the corner cut-off areas described in § 17.70.050.

~~(C-D)~~ **Permitted by right.** The devices listed below shall be allowed for businesses engaging in predominantly outdoor sales such as the sale of autos, recreational vehicles, motorcycles and boats provided they are maintained in a clean and orderly fashion and not torn or faded subject to the following conditions:.....

Chapter 17.100

Architectural Review Board

17.100.020 Approval required.

(A) Prior to the issuance of a building permit, approval of an architectural review shall be required for any of the following:

(1) Any new building or structure, addition to an existing building, building moving permit, or pylon sign which are or will be located so as to have a front or side or rear on either side of East and West Grand Boulevard in the city.

(2) Any new building or structure or any addition to an existing building where architectural review under this chapter is required by this Title 17 or any applicable specific plan.

(B) This chapter shall not abrogate the requirement for Board approval and determination as provided in other provisions of the code.

(C) In the event that a major conditional use permit (CUP) is required according to the procedures in Chapter 17.92 in addition to the architectural review, only the CUP application need be filed, provided that the application materials and findings also address the requirements of this chapter.

ENVIRONMENTAL ANALYSIS

Pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves minor text changes to the Zoning Code regarding certain regulations for feather flags and the process for architectural review applications. This action involves no physical impact. As such, there is no possibility that the amendment to the city's Zoning Code will have a significant effect on the environment. Therefore, a notice of exemption was prepared.

FISCAL IMPACT

ZTA2025-0001 is a city-initiated application. No application fee was paid to process this request.

PUBLIC NOTICE AND COMMENTS

A 20-day public notice was advertised in the Sentinel Weekly News and posted on the city's website. As of the preparation of this report, no correspondence has been received regarding the proposed amendment.

STAFF ANALYSIS

The amendment establishes regulations for feather flags. The regulations are intended to control the excessive use of feather flags on properties to reduce visual clutter and maintain an orderly and clean appearance along the city's streets.

The amendment also proposes to establish the same process used for precise plan applications to architectural review applications by allowing only the CUP applications to be filed when a project requires both an architectural review and CUP. The CUP will include the same information required by the architectural review application and will prevent redundant applications for the same project.

FINDINGS FOR APPROVAL OF ZTA2025-0001

1. Pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves minor text changes to the Zoning Code regarding certain regulations for feather flags and the process for architectural review applications. This action involves no physical impact. As such, there is no possibility that the amendment to the city's Zoning Code will have a significant effect on the environment. Therefore, a notice of exemption was prepared.
2. ZTA2025-0001 is consistent with the General Plan for the following reason:
 - a. *ZTA2025-0001 supports the General Plan Goal LU-5 of distinct and well maintained neighborhoods and districts that contribute to the identity and image of Corona as a livable, diverse, and innovative community because it implements General Plan Policy LU-5.9 by requiring adherence to design and development guidelines as well as implementing ordinances because it establishes regulations for feather flags to control the over-saturation of temporary freestanding advertising signs on private property; and maintains the practice of requiring architectural review for certain projects without having redundant project applications.*
3. ZTA2025-0001 is consistent with the intent of Title 17 of the Corona Municipal Code for the following reason:
 - a. *ZTA2025-0001 will establish objective regulations in the Sign Ordinance for feather flags and establish a review process for new development that requires both an architectural review and a conditional use permit to eliminate redundancy in the number of applications for the same project.*
4. The proposed amendment will provide for the public health, safety, and welfare for the following reason:
 - a. *ZTA2025-0001 establishes regulations for feather flags and projects that require architectural review, which are intended to promote the orderly development of property and protect the public health, safety, and welfare of the general public.*

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

Exhibits:

1. Proposed Amendment
2. Environmental Documentation

Chapter 17.74 Signs

17.74.030 Definitions.

“Feather Flag” means a temporary vertical advertising banner made from a textile or nylon material supported by a single pole temporarily staked into the ground.

17.74.080 Flags, banners, pennants and devices to attract attention.

(A) Banner permit...

(B) Temporary use permit...

(C) Feather flag permit.

(1) Feather flags are permitted with the issuance of a feather flag permit for commercial and industrial businesses, and multiple dwelling rentals containing 50 or more units.

(2) Five feather flags are allowed per premises, or for each commercial or business center where the property contains multiple tenants, for a period not to exceed a total of 60 days in a calendar year.

(3) The feather flag shall advertise a special sale, event, or grand opening and shall not be used to augment other signage for the premises or business.

(4) The feather flag shall be associated with a business on the premises where it is located.

(5) The feather flag shall not be located in the public right-of-way.

(6) The feather flag shall be maintained in good condition and shall not be torn or ragged.

(7) The feather flag shall not be placed in the corner cut-off areas described in § 17.70.050.

(~~C~~D) Permitted by right. The devices listed below shall be allowed for businesses engaging in predominantly outdoor sales such as the sale of autos, recreational vehicles, motorcycles and boats provided they are maintained in a clean and orderly fashion and not torn or faded subject to the following conditions:.....

EXHIBIT 1

Chapter 17.100
Architectural Review Board

17.100.020 Approval required.

(A) Prior to the issuance of a building permit, approval of an architectural review shall be required for any of the following:

(1) Any new building or structure, addition to an existing building, building moving permit, or pylon sign which are or will be located so as to have a front or side or rear on either side of East and West Grand Boulevard in the city.

(2) Any new building or structure or any addition to an existing building where architectural review under this chapter is required by this Title 17 or any applicable specific plan.

(B) This chapter shall not abrogate the requirement for Board approval and determination as provided in other provisions of the code.

(C) In the event that a major conditional use permit (CUP) is required according to the procedures in Chapter 17.92 in addition to the architectural review, only the CUP application need be filed, provided that the application materials and findings also address the requirements of this chapter.



NOTICE OF EXEMPTION

<p>TO:</p> <p><input checked="" type="checkbox"/> Land Use and Climate Innovation P. O. Box 3044, Room 113 Sacramento, CA 95812-3044</p> <p>Sent via online: https://ceqanet.lci.ca.gov/</p>	<p>FROM: Name: City of Corona, Planning & Development Department (Public Agency)</p> <p>Address: 400 S. Vicentia Ave., Suite 120, Corona, CA 92882</p> <p>Telephone: 951-736-2434</p>
<p><input checked="" type="checkbox"/> Clerk of the Board of Supervisors or County Clerk (Include County name) Address: 4080 Lemon Street, Riverside, CA 92501</p>	

1. Project Title:	ZTA2025-0001
2. Project Applicant:	City of Corona
3. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	City wide
4. (a) Project Location – City: Corona	(b) Project Location – County: Riverside
5. Description of nature, purpose, and beneficiaries of Project:	Amendment to Chapter 17.74 to establish regulations for feather flags, and Chapter 17.100 to amend the review process for projects that require both an Architectural Review and a Conditional Use Permit.
6. Name of Public Agency approving project:	City of Corona
7. Name of Person or Agency undertaking the project, including any person undertaking an activity that receives financial assistance from the Public Agency as part of the activity or the person receiving a lease, permit, license, certificate, or other entitlement of use from the Public Agency as part of the activity:	City of Corona
8. Exempt status: (check one)	
(a) <input type="checkbox"/> Ministerial project.	(Pub. Resources Code § 21080(b)(1); State CEQA Guidelines § 15268)
(b) <input type="checkbox"/> Not a project.	
(c) <input type="checkbox"/> Emergency Project.	(Pub. Resources Code § 21080(b)(4); State CEQA Guidelines § 15269(b),(c))

(d) <input type="checkbox"/> Categorical Exemption. State type and section number:	
(e) <input type="checkbox"/> Declared Emergency.	(Pub. Resources Code § 21080(b)(3); State CEQA Guidelines § 15269(a))
(f) <input type="checkbox"/> Statutory Exemption. State Code section number:	
(g) <input checked="" type="checkbox"/> Other. Explanation:	(Public Resources Code § 21080 (a); State CEQA Guidelines §15061(b)(3))
9. Reason why project was exempt:	Pursuant to Section 15061(b)(3) of the Guidelines for the California Environmental Quality Act (CEQA), a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This action involves minor text changes to the Zoning Code regarding certain regulations for feather flags and the process for architectural review applications. This action involves no physical impact. As such, there is no possibility that the amendment to the city's Zoning Code will have a significant effect on the environment. Therefore, a notice of exemption was prepared.

10. Lead Agency Contact Person: Telephone:	Joanne Coletta, Director 951-736-2434
11. If filed by applicant: Attach Preliminary Exemption Assessment (Form "A") before filing.	
12. Has a Notice of Exemption been filed by the public agency approving the project? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
13. Was a public hearing held by the Lead Agency to consider the exemption? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, the date of the public hearing was: Click to enter date	

Signature

Date: [Click to enter date](#)

Sylvia Edwards
Name

Title: City Clerk

☒ Signed by Lead Agency

☐ Signed by Applicant

Date Received for Filing: [Click to enter date](#)

(Clerk Stamp Here)

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



City of Corona
Planning & Housing Commission Minutes

Monday, August 11, 2025, 6:00 p.m.
Council Chambers
400 S. Vicentia Avenue
Corona, CA 92882

Commission Present: Matt Woody, Craig Siqueland, Sarah Longwell, Karen Alexander,
Marie Vernon

1. PLEDGE OF ALLEGIANCE

Vice Chair Alexander led the Pledge of Allegiance.

2. CALL TO ORDER

Chair Longwell called the meeting to order.

3. MEETING MINUTES

3.1 MINUTES - June 23, 2025

These Minutes were approved.

Moved by: Karen Alexander

Seconded by: Craig Siqueland

Aye (5): Matt Woody, Craig Siqueland, Sarah Longwell, Karen Alexander, and Marie Vernon

Motion APPROVED (5 to 0)

4. COMMUNICATIONS FROM THE PUBLIC

None.

5. CONSENT CALENDAR

Vice Chair Alexander shared the details of her previous recusal from this project, which no longer is required. Item 5.1 was pulled for discussion.

5.1 First Amended and Restated Affordable Housing Disposition and Development Agreement between the City of Corona and Second Street Family LP

Karen Roper, Housing and Homeless Solutions Manager, presented the history and details of this project. The Commission thanked Ms. Roper for her work on

this project, and she in turn thanked C&C Development for bringing their housing solution efforts to Corona.

Moved by: Karen Alexander

Seconded by: Matt Woody

That the Planning and Housing Commission recommend approval to the Corona Housing Authority and the City Council for the First Amended and Restated Affordable Housing Disposition and Development Agreement between the City of Corona and Second Street Family LP.

Aye (5): Matt Woody, Craig Siqueland, Sarah Longwell, Karen Alexander, and Marie Vernon

Motion APPROVED (5 to 0)

6. PUBLIC HEARINGS

6.1 ZTA2025-0001

Joanne Coletta, Planning and Development Director, reviewed the staff report and exhibits for ZTA2025-0001.

Commissioners had various questions regarding the details of this zone text amendment and Ms. Coletta provided clarification.

Chair Longwell opened and closed the public hearing with no speakers.

The Commission discussed possible variations to the proposed amendment. Their consensus was to move to approve this item with added verbiage addressing spacing guidelines for the feather flag section of this amendment.

Moved by: Karen Alexander

Seconded by: Marie Vernon

That the Planning and Housing Commission recommend APPROVAL of ZTA2025-0001 to the City Council, based on the findings contained in the staff report.

Aye (5): Matt Woody, Craig Siqueland, Sarah Longwell, Karen Alexander, and Marie Vernon

Motion APPROVED (5 to 0)

7. WRITTEN COMMUNICATIONS

None.

8. ADMINISTRATIVE REPORTS

Ms. Coletta shared that the Planning & Housing Commission's denial of the Monte Olivo application, was appealed to, but upheld by the City Council. The Commission had questions regarding next steps and recourse available to the applicant and Ms. Coletta provided clarification.

9. COMMISSIONERS' REPORTS AND COMMENTS

Commissioner Siqueland expressed gratitude to the Fire and Police Departments for their professionalism and quick response to the Green River Fire in July 2025.

10. FUTURE AGENDA ITEMS

Future agenda items are to be determined for the Planning and Housing Commission meeting of August 25, 2025.

11. ADJOURNMENT

Chair Longwell adjourned the meeting at 7:13 p.m. to the Planning and Housing Commission meeting of Monday, August 25, 2025, commencing at 6:00 p.m. in the City Hall Council Chambers.



STAFF REPORT

DATE: 09/03/2025
TO: Honorable Mayor and City Council Members
FROM: Public Works Department

2025-356

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

HEARING TO CONSIDER RESO 2025-094 TO AMEND RESO 2020-043 DECLARING NECESSITY TO ACQUIRE BY EMINENT DOMAIN EXTENDED AND MODIFIED PROPERTY INTERESTS IN 151-195 N. MCKINLEY AND 2275 SAMPSON (APNS 172-420-002, 003, 004 & 005) FOR MCKINLEY GS PROJECT

EXECUTIVE SUMMARY:

This agenda report asks the City Council to adopt an amended resolution declaring the necessity of acquiring by eminent domain various extended and modified interests in property located at 151-195 N. McKinley Street and 2275 Sampson Avenue (APNs 172-420-002, 172-420-003, 172-420-004 for the construction and maintenance of the McKinley Street Grade Separation Project. The proposed new Resolution of Necessity (Reso 2025-094) amends the previously adopted Resolution of Necessity (Reso 2020-043), adding the following extended and modified interests: (1) modifying from non-exclusive to exclusive a portion of the Temporary Construction Easements on parcels 172-420-002 & 003; (2) extending by 25.25 months the Temporary Construction Easements on parcels 172-420-002 & 003; (3) new Intermittent Parking Interests on parcels 172-420-002, 003, 004 & 005; and (4) new Impaired Irrigation Area Interests on parcels 172-420-002, 003, 004 & 005. Adopting the amended Resolution of Necessity (Reso 2025-094) would allow the City to take the necessary steps to file a First Amended Complaint in Eminent Domain, prior to the currently scheduled October 31, 2025 trial

date, and thereafter take steps to compensate the interested parties for the extended and modified interests.

RECOMMENDED ACTION:

That the City Council:

- a. Conduct a public hearing to consider the adoption of the amended Resolution of Necessity (Reso 2025-094), including providing all parties interested in the affected property and their attorneys, or their representatives, an opportunity to be heard on the issues relevant to the Resolution of Necessity.
- b. Make the following findings as hereinafter described in this report:
 1. The public interest and necessity require the proposed project;
 2. The project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury;
 3. The real property to be acquired is necessary for the project, and;
 4. The offer of just compensation has been made to the property owner.
- c. Adopt Resolution 2025-094, amending Resolution 2020-043, to declare the necessity to acquire by eminent domain the modified and extended temporary construction easement interests and the new intermittent parking area and impaired irrigation area interests in certain property located at 151-195 N. McKinley Street and 2275 Sampson Avenue, identified as Assessor Parcel Nos. 172-420-002, 172-420-003, 172-420-004, and 172-420-005 for the construction and maintenance of the McKinley Street Grade Separation Project.
- d. Adopt Resolution 2025-094 to authorize the filing of a motion with the court where the eminent domain proceeding for the acquisition of the property interests identified in Resolution 2020-043 is pending for leave to amend the complaint to include the modified or added interests as provided by Code of Civil Procedure section 1250.340, subdivision (b), which states:

“A public entity may add to the property sought to be taken only if it has adopted a resolution of necessity that satisfies the requirements of Article 2 (commencing with Section 1245.210) of Chapter 4 for the property to be added.” (Cal. Civ. Proc. Code § 1250.340, subd. (b).)

ANALYSIS:

BACKGROUND AND DESCRIPTION OF PROPERTY TO BE ACQUIRED:

A. Property Interests Included in City’s June 3, 2020 Resolution of Necessity

On June 3, 2020, the City adopted Resolution No. 2020-043 (the “2020-043 Resolution”) finding and declaring the necessity to acquire by eminent domain for the McKinley Street

Grade Separation Project (the “Project”) the following interests in the real property identified as Assessor Parcel Nos. 172-420-002, 172-420-003, 172-420-004 and 172-420-005 (the “Subject Property”):

RESO 2020-043 PROPERTY INTERESTS				
City Parcel No.	Assessor Parcel Nos.	Interest	Size	Term (if applicable)
MSGGS-02A	172-420-002	Fee Simple and Access Denial Interests (partial)	0.570 sq acres	N/A
MSGGS-02A	172-420-002	Temporary Construction Easement (“TCE”)	0.437 sq acres	30 months ¹
MSGGS-02A, MSGGS-02B	172-420-002, 003, 004 & - 005	Permanent Ingress/egress easement	as described	N/A
MSGGS-02B	172-420-003	Fee Simple Interest (partial)	0.738 sq acres	N/A
MSGGS-02B	172-420-003	TCE	0.165 sq acres	30 months ²

These interests are collectively referred to as the “2020-043 Property Interests”.

The Project, which is to be substantially completed by September 2025, includes the construction of a new four-lane overhead grade separation at the McKinley Street/BNSF Railway double tracks, north of the intersection with Sampson Avenue, in the City of Corona, in Riverside County, California (“the Project”). The north/south limits of improvements and required property generally extend along McKinley Street, which is consistent with the City’s zoning of Support Commercial and Limited Commercial industrial land uses.

The 2020-043 Resolution authorized the acquisition of the 2020-043 Property Interests to support the construction, operation, and long term maintenance of roadway, wall, ingress and egress easement (to replace ingress and egress which was lost due to the construction of the Loop Road), temporary loss of access and loss of parking stalls due to construction of the Project, as well as real property improvements, and furniture, fixtures and equipment including a monument sign.

¹ The term of this TCE was expected to commence January 24, 2021, and end July 24, 2023.

² As with the TCE for Parcel 002, the TCE for Parcel 003 was expected to commence January 24, 2021, and end July 24, 2023.

A copy of the 2020-043 Resolution is attached hereto and incorporated herein by this reference.

B. City's July 24, 2020 Complaint in Eminent Domain and Subsequent Order for Prejudgment Possession

On July 24, 2020, the City filed a Complaint in Eminent Domain with the Riverside Superior Court to acquire the 2020-043 Property Interests. (Case number RIC2002846 the "Action".) The property owner, C.P.I. Properties, a California limited partnership ("CPI" or "Property Owner") filed an Answer to the City's complaint on or about September 18, 2020, and raised challenge to the City's right to acquire the 2020-043 Property Interests, which challenge was subsequently settled. The City subsequently took possession of the 2020-043 Property Interests and construction commenced on the Subject Property.

C. City's Actual Construction Activities Resulted in Acquiring and Impacting More Property Interests Than What Were Included in the City's Original RON and Complaint in Eminent Domain

During the course of construction of the Project, the City realized that the following extended and modified interests were also needed for the Project:

- (1) A portion of the TCE area in parcels 172-420-002 & 003 was being used exclusively (and not non-exclusively, as originally expected) by the City;
- (2) Due to various construction delays, the term of the TCE in parcels 172-420-002 & 003 needed to be extended from the expected termination date of July 24, 2023 to August 31, 2025
- (3) The contractor intermittently used, from July 1, 2023 through August 24, 2025, up to eight parking stalls in certain portions of the Subject Property; and
- (4) The Subject Property's irrigation system was inadvertently severed on July 1, 2021 and restored on May 1, 2025.

The documents identified below (which are attached to Reso 2025-094) show which property interests/impacts remain the same, based upon the 2020-043 Resolution, and which property interests/impacts have changed or were added during the course of construction:

Exhibits Attached to Reso 2025-094

Exhibit "A": Fee Simple Acquisitions	No Change
Exhibit "B": Permanent Ingress/Egress Easement	No Change
Exhibit "C": TCEs	Changes Reflected in Exhibit

Exhibit “D”:

Added

Intermittent Parking Area

Exhibit “E”: Impaired Irrigation Area

Added

D. City’s Request for CPI to Stipulate to Allow the City to Amend its Complaint in Eminent Domain to Include the Additional Property Interests/Impacts

As recently reiterated by the California Supreme Court, “under Article 1, section 19 of the California Constitution...a public entity must pay the owner just compensation when it takes or damages private property for public use.” (*City of Oroville v. Superior Court of Butte County* (2019) 7 Cal.5th 1091, 1102.) Where a public entity files an eminent domain action, the landowner’s entitlement to just compensation is not in dispute. The public entity concedes liability at the outset of an eminent domain action such that “there is ordinarily no question that [the public entity] has ‘taken or damaged’” the property at issue. (*Weiss v. People ex rel. Dep’t of Transp.* (2020) 9 Cal.5th 840, 853.)

There is no question that CPI is entitled to just compensation for the additional property interests/impacts. Accordingly, the City is prepared to file a First Amended Complaint in Eminent Domain (to include the additional property interests/impacts) for this purpose. The City’s outside eminent domain counsel has requested the Property Owner’s counsel to stipulate to allow the City to amend its Complaint in Eminent Domain. This included several written requests (emails) dated May 21, 2025; June 23, 2025; July 3, 2025; July 17, 2025; and August 19, 2025.

E. CPI’s Refusal to Allow City to Stipulate to Amend its Complaint in Eminent Domain

CPI’s counsel has, to date, refused the City’s requests. CPI filed a Cross-Complaint for Inverse Condemnation against the City on October 30, 2024. Rather than allow the City to amend its Complaint in Eminent Domain, CPI appears to want a ruling from the Court that the City is liable in inverse condemnation.

An action for inverse condemnation has been described as “an eminent domain proceeding initiated by the property owner rather than the condemnor.” (*Marshall v. Dep’t of Water and Power of the City of Los Angeles* (1990) 219 Cal.App.3d 1124, 1138.) A landowner has a right to file an inverse condemnation action against the government “[w]here government does not recognize that a particular circumstance amounts functionally to a taking for public use or otherwise fails to pay the requisite compensation for the property in question...” (*City of Oroville v. Superior Court of Butte County*, *supra* 7 Cal.5th at 1102; see also *Joffee v. City of Huntington Park* (2011) 201 Cal.App.4th 492, 503: ‘The doctrine of ‘inverse condemnation’ has evolved to advance these rights where private property is taken or damaged by governmental action, but where the responsible public entity does not initiate proceedings in eminent domain.”)

Given the City’s acknowledgement that CPI is entitled to just compensation for the additional property interests/impacts, and given the City’s stated willingness to file a First

Amended Complaint in Eminent Domain, CPI's Cross-Complaint for Inverse Condemnation is unnecessary.

F. City's Need to Adopt This RON in Order to File a First Amended Complaint in Eminent Domain

The City can seek to file a First Amended Complaint without CPI's consent under applicable law. This requires the City Council to first adopt an Amended Resolution of Necessity. Under California Code of Civil Procedure Section 1250.340(b), "A public entity may add to the property sought to be taken only if it has adopted a resolution of necessity that satisfies the requirements of Article 2 (commencing with Section 1245.210) of Chapter 4 for the property to be added."

The City should formally amend its resolution of necessity well in advance of the October 31, 2025 trial date in this case. In *County of San Diego v. Bressi* (1986) 184 Cal.App.3d 112, 122-123., the Court of Appeal stated in pertinent part: "The resolution of necessity conclusively establishes the extent of the taking... The public agency may not later expand the scope of the taking as defined in the resolution of necessity without paying additional compensation..." Moreover, in *Coachella Valley Water District v. Western Allied Properties, Inc.* (1987) 190 Cal.App.3d 969, 978-979, the Court of Appeal cited *Bressi* and stated: "The court ruled that a jury is entitled to consider all evidence relevant to valuation as long as such evidence does not contradict the scope of the taking as defined by the resolution of necessity." The court in *Coachella* went on the note that *Coachella Valley Water District* could "easily" amend its resolution of necessity before trial: "Here, as in *Bressi*, the issue raised by *Western Allied* is easily eliminated by formal amendment to the resolution of necessity before retrial of the valuation phase." (See also *Sacramento Flood Control Agency v. Dhaliwal* (2015) 203 Cal.App.4th 1315, 1331-1333.)

Based upon the above cases, the City Council should consider amending its Resolution of Necessity so that (if the Amended RON is adopted) the City can take steps to file a First Amended Complaint in Eminent Domain prior to the October 31, 2025 trial date.

G. Property Interests to be Included in the Amended Resolution of Necessity 2025-094

Based upon the above, the property interests, as amended, which the City needs for the Project (including those previously identified and those that have changed or have been added) are:

RESO 2025-094 PROPERTY INTERESTS					
City Parcel No.	Assessor Parcel Nos.	Interest	Size	Term (if applicable)	Difference
AMENDED PROPERTY INTERESTS					
MSGGS-02A	172-420-002	Fee Simple and Access Denial Interests (partial)	0.570 sq acres	N/A	None
MSGGS-02A	172-420-002	Temporary Construction Easement ("TCE")	0.437 sq acres	55.25 months ³	25.25 months & partial exclusivity
MSGGS-02A, MSGGS-02B	172-420-002, 003, 004 & -005	Permanent Ingress/egress easement	as described	N/A	None
MSGGS-02B	172-420-003	Fee Simple Interest (partial)	0.738 sq acres	N/A	None
MSGGS-02B	172-420-003	TCE	0.165 sq acres	55.25 months ⁴	25.25 months & partial exclusivity
NEW PROPERTY INTERESTS					
MSGGS-02A, MSGGS-02B	172-420-002, 003, 004 & -005	Intermittent Parking Interests	8 out of 59 parking stalls	Intermittent use between 7/1/23-8/31/25	New

³ As stated in footnotes 1 and 2 herein, the term of this TCE started January 24, 2021. The amended date of expiration is August 31, 2025.

⁴ As stated in footnotes 1 and 2 herein, the term of this TCE started January 24, 2021. The amended date of expiration is August 31, 2025.

MSGGS-02A, MSGGS-02B	172-420-002, 003, 004 & -005	Impaired Irrigation Area Interests	within irrigation areas	7/1/21-5/1/25	New
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NOTICE OF INTENT TO ADOPT AMENDED RESOLUTION OF NECESSITY

A notice of this public hearing was made to the Property Owner on August 19, 2025, by first class mail in accordance with Section 1245.235 of the California Code of Civil Procedure. The notice was also sent by U.S. Mail and email to counsel of record in the Action for the Property Owner.

HEARING AND REQUIRED FINDINGS:

The recommended actions of the City Council pertain to the Subject Property owned by CPI; namely Assessor Parcel Nos. 172-420-002, 172-420-003, 172-420-004 and 172-420-005.

A. Hearing

California eminent domain law provides that a public entity may not commence eminent domain proceedings until its governing body has adopted a Resolution of Necessity, which resolution may only be adopted after the governing body has given each party with an interest in the affected property or their representatives a reasonable opportunity to appear and be heard on the following matters:

1. The public interest and necessity require the proposed project.
2. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury
3. The real property to be acquired is necessary for the project.
4. The offer of just compensation has been made to the property owner.

B. Required Findings

By adopting the 2020-043 Resolution, the City found and determined that the first two requirements were met. The City is now asked to consider and determine that the additional rights used by the City during construction are necessary for the Project and that the offer of just compensation for those additional interests have been made to the Property Owner.

1. The Public Interest and Necessity Require the Proposed Project

As determined by the 2020-043 Resolution, the public interest and necessity require the Project. The Project required the construction of a grade separation structure, retiring the existing at-grade crossing, and providing a signalized intersection at the proposed relocated junction of McKinley Street and Sampson Avenue. The Project will:

1. Improve safety by separating vehicles, pedestrians, and cyclists from trains at the railroad crossing;
2. Provide unhindered access for emergency vehicles;
3. Reduce traffic congestion;
4. Reduce air and noise pollution;
5. Minimize impacts to adjacent property owners and the surrounding public to the maximum extent possible, both during and after construction of a grade separated intersection at the BNSF crossing; and
6. Reduce impacts to railroad operations.

2. The Project is Planned or Located in a Manner That Will be Most Compatible with the Greatest Public Good and the Least Private Injury

As determined by the 2020-043 Resolution, the Project is planned or located in a manner that will be most compatible with the greatest public good and the least private injury. The permanent rights being acquired from the Subject Property for the Project have not changed. The only changes, as discussed above, are to the terms of the temporary construction easements and include additional intermittent use of parking areas and the inadvertent severance of the irrigation system within the Subject Property. These modified or additional interests were needed for the Project.

3. The Real Property to be Acquired is Necessary for the Proposed Project

As determined by the 2020-043 Resolution, in order to accommodate the widening of McKinley, the grade separation structure, and a loop road through the northeast quadrant of the Project area that was necessary due to the separation of the McKinley/Sampson intersection, portions of the Subject Property had to be acquired. However, now that construction is concluding it has been determined that the 30 month-temporary construction easement periods identified in the 2020-043 Resolution were insufficient due to Project delays. The terms of the TCEs were extended from 30 months to 55.25 months. In other words, the term of the temporary construction easements, as amended, is from January 24, 2021 through August 31, 2025, rather than from January 24, 2021 through July 24, 2023. In addition, a portion of the TCE construction area was used exclusively rather than non-exclusively and the City's contractor used intermittently up to eight parking spaces during the period July 1, 2023 through August 31, 2025, and inadvertently severed the Subject Property's irrigation system, which was not operable from July 1, 2021 through May 1, 2025. The use of these additional property interests was necessary for the completion of the Project.

4. The Offer of Just Compensation Has Been Made

The City retained the services of Thompson & Thompson Real Estate Valuation and Consulting to conduct an appraisal of the 2020-043 Property Interests, as amended and described herein. On August 18, 2025, and based on the approved Thompson &

Thompson appraisal prepared by Bradford Thompson, MAI, the City, in accordance with California Government Code Section 7267.2, made an amended offer of just compensation to the Property Owner to purchase the 2020-043 Property Interests, as amended, to include the additional property interests used for the Project as described herein. The offer was sent by overnight mail to the Property Owner with a copy by email and overnight mail to the Property Owner's counsel of record as identified in the Action.

The City, through its legal counsel, asked the Property Owner's counsel to stipulate to the amendment of the eminent domain complaint to include the additional interests. However, the Property Owner has declined to do so.

FINANCIAL IMPACT:

The Project's current funding includes funds from State Senate Bill 132 distributed by Riverside County Transportation Commission, local Gas Tax measures, Transportation Development Act funds distributed by the State of California, and Measure A funds. All acquisition activities, including eminent domain, have been planned to be included within available project funds.

ENVIRONMENTAL ANALYSIS:

As a grade separation project, this Project is statutorily exempt under the California Environmental Quality Act.

PREPARED BY: DEAN DERLETH, CITY ATTORNEY/LRM DIRECTOR

REVIEWED BY: SAVAT KHAMPHOU, PUBLIC WORKS DIRECTOR

ATTACHMENTS:

1. Exhibit 1 – Adopted Resolution No. 2020-043 (Resolution of Necessity)
2. Exhibit 2 – Proposed Resolution No. 2025-094 (Resolution of Necessity)

RESOLUTION NO. 2020-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA, CALIFORNIA, DECLARING THE NECESSITY OF ACQUISITION, BY EMINENT DOMAIN, OF A FEE INTEREST, AS WELL AS IMPROVEMENTS THEREON, PERMANENT NON-EXCLUSIVE INGRESS AND EGRESS EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENT INTERESTS IN CERTAIN PROPERTY IDENTIFIED AS APN'S 172-420-002 & 172-420-003 AND LOCATED ON NORTH MCKINLEY STREET, SOUTH OF THE STATE ROUTE 91 EAST BOUND ON-RAMP FOR THE MCKINLEY STREET GRADE SEPARATION PROJECT.

WHEREAS, the City of Corona (the "City") proposes to acquire a fee interest, as well as improvements thereon, permanent non-exclusive ingress and egress easements, and temporary construction easement interests, in certain real property, located in the City of Corona, California, more particularly described as Assessor Parcel Nos. 172-420-002 and 172-420-003 for the construction and maintenance of the McKinley Street Grade Separation Project, in Corona, California, pursuant to the authority granted to it by section 37350 of the California Government Code; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a Public Hearing for Wednesday, June 3, 2020 at 6:30 p.m., at the Corona City Hall, located at 400 South Vicentia Avenue, Corona, California, and gave to each person whose property is to be acquired and whose name and address appeared on the last equalized county assessment roll, notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each affected property owner was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

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

SECTION 1. Compliance with California Code of Civil Procedure. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

SECTION 2. Public Use. The public use for which the portions of a fee interest, permanent non-exclusive ingress and egress easements, and temporary construction easement

interests are to be acquired is for the construction and maintenance of the McKinley Street Grade Separation Project, located on North McKinley Street, south of the State Route 91 east bound on-ramp, in Corona, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain property necessary for such purposes.

SECTION 3. Description of Property. Attached and marked as Exhibit “A” are the legal descriptions and plat maps of the real property to be acquired by the City, which describe the general location and extent of the property with sufficient detail for reasonable identification.

SECTION 4. Findings. The City hereby finds and determines each of the following:

- (a) The public interest and necessity require the proposed project;
- (b) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;
- (c) The property described in Exhibit “A” is necessary for the proposed project; and
- (d) The offer required by section 7267.2 of the California Government Code was made.

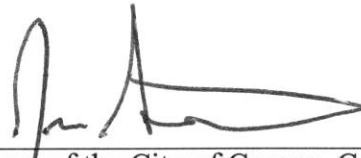
SECTION 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights-of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the herein described real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

SECTION 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the herein described real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines are reasonably necessary to mitigate any adverse impact upon the existing public use.

SECTION 7. Further Activities. Counsel for the City is hereby authorized to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Legal counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action, or other proceedings or transaction required to acquire the subject real property.

SECTION 8. Effective Date. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and this Resolution shall take effect and be in force on the date of its adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of June, 2020.



Mayor of the City of Corona, California

ATTEST


City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 3rd day of June 2020, by the following vote:

AYES:	CARRILLO, CASILLAS, SCOTT, SPEAKE, STEINER
NOES:	NONE
ABSENT:	NONE
ABSTAINED:	NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3rd day of June 2020.



City Clerk of the City of Corona, California

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTIONS AND PLAT MAPS

[SEE ATTACHED THIRTY (30) PAGES]:

ATTACHMENT 1 - DENNY'S (23 PAGES)

ATTACHMENT 2 - OUTBACK (7 PAGES)

EX "A"
ATTACHMENT "1"

DENNY'S
(ATTACHED 23 PAGES)

**FEE SIMPLE AND ACCESS DENIAL INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION**

APN: 172-420-002

**PARCEL ID: MSGS-02A
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit "B1" is to be acquired as a fee simple interest and used for a public street and incidents and appurtenances thereto by the City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the construction of the McKinley Grade Separation Project ("Project"). Additionally, acquisition will include the release and relinquishment of any and all abutter's rights, including access rights, appurtenant to a portion of the adjoining real property in and to the proposed public street. The right acquired is depicted in Exhibit "B2."

EXHIBIT B1
LEGAL DESCRIPTION
 FEE INTEREST

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 235.81 feet;

THENCE, perpendicular, North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street and the **TRUE POINT OF BEGINNING**;

THENCE, northwesterly along said Easterly Line of McKinley Avenue, North 33°36'21" West 220.34 feet;

THENCE, perpendicular to and leaving said Easterly Line of McKinley Street, North 56°23'39" East 12.07 feet to a point of cusp with a non-tangent curve concave northerly, having a radius of 57.50 feet, the initial radial of which bears South 25°50'53" West;

THENCE, southeasterly along said curve an arc distance of 30.40 feet through a central angle of 30°17'25" to a point of reverse curvature with a curve, concave southwesterly, having a radius of 257.50 feet;

THENCE, southeasterly along said reverse curve, an arc distance of 83.68 feet through a central angel of 18°37'11" to a point at the end of the access denial limits;

THENCE, continuing along said curve, an arc distance of 105.75 feet, through a central angle of 23°31'53", a radial bearing to said point bears North 37°42'31" East;

THENCE South 48°18'49" East 10.00 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 257.00 feet, the initial radial of which bears North 39°56'00" East;

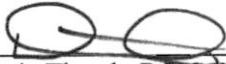
THENCE, southeasterly along said curve 48.29 feet through a central angle of 10°45'56";

THENCE, leaving said curve, South 56°23'39" West 163.82 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.570 square acres, more or less.

These conveyances are made for the purpose of a freeway and adjacent frontage road and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights appurtenant to grantor's remaining property in and to the frontage road over and across 114.08 feet of the northwesterly line of said fee interest parcel, measured along said northwesterly line across courses '(3)' and '(4)' described above, and shown as curves "C1" and "C2" on Exhibit A2.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B2.



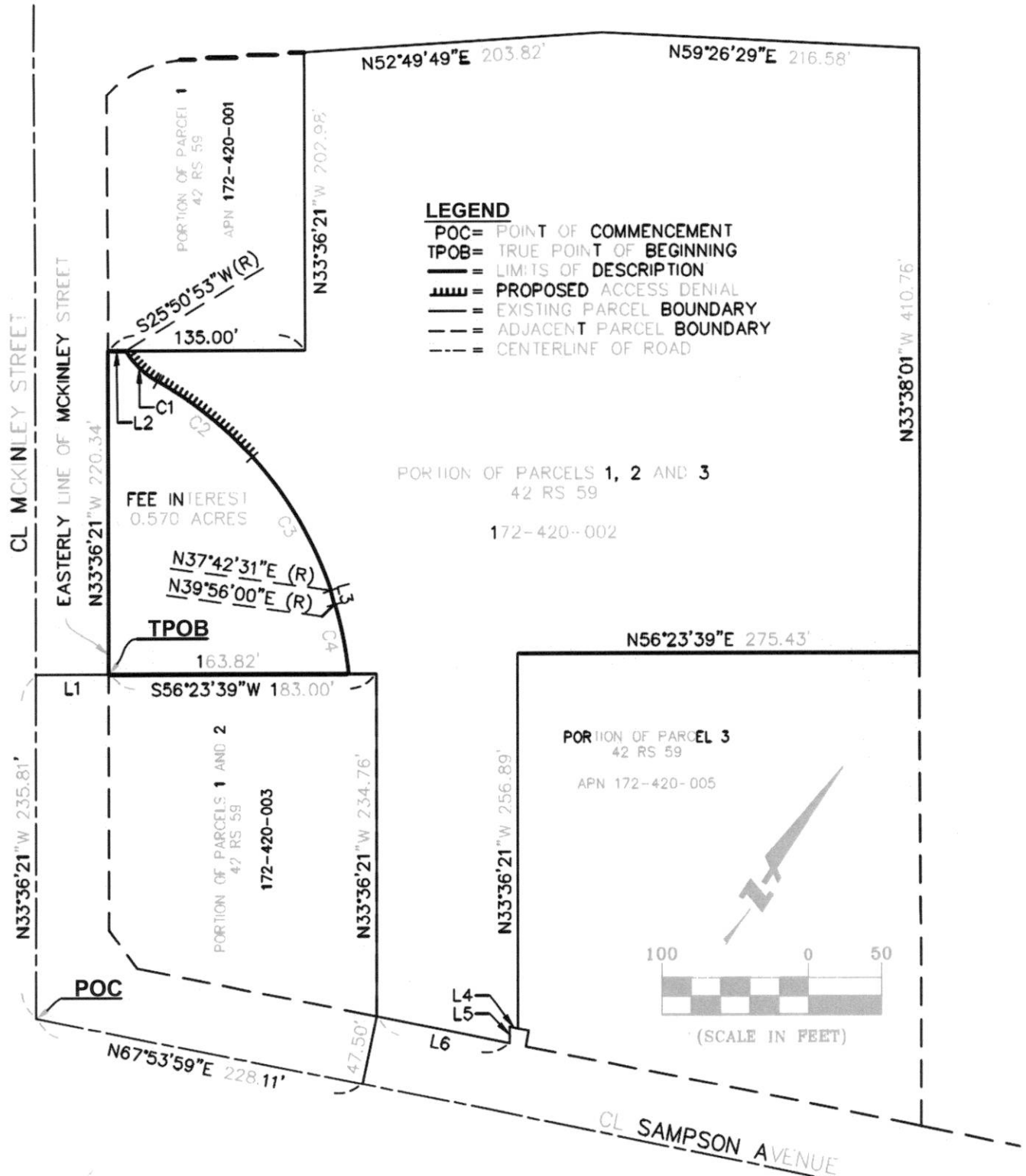
 Davis Thresh, P.L.S. No. 6868

1/28/2020

 Dated



EXHIBIT B2 FEE INTEREST



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1

BKF

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4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST

APN 172-420-002

Job No. 20180990

By NP

Date 1/28/20 Chkd. DT

SHEET 1 OF 2

EXHIBIT B2
FEE INTEREST

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L2	N56°23'39"E	12.07'
L3	S48°18'49"E	10.00'
L4	N67°53'59"E	5.61'
L5	N33°36'21"W	11.23'
L6	N67°53'59"E	92.84'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	57.50'	30°17'25"	30.40'
C2	257.50'	18°37'11"	83.68'
C3	257.50'	23°31'53"	105.75'
C4	257.00'	10°45'56"	48.29'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 172-420-002
Job No. 20180990
By NP Date 1/28/20 Chkd. DT
SHEET 2 OF 2

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-420-002
PARCEL ID: MSGS-02A
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit "C1" is to be used for temporary construction purposes by the City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the construction of the McKinley Grade Separation Project ("Project"). The right of usage acquired for the non-exclusive temporary construction easement parcel described in Exhibit "C1" and depicted in Exhibit "C2" ("TCE") shall be for a period of thirty (30) consecutive months. However, the actual physical construction activities within the TCE area shall be limited to a period of six (6) consecutive months within the thirty (30) month TCE period (the "Construction Period"). During the Construction Period, the City's use and occupancy of the TCE will remain non-exclusive.

The City expressly reserves the right to convey, transfer or assign the TCE subject to the same rights and limitations described herein.

Work Description / Easement Provisions:

- The City shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- The City's work activities shall include:
 - Removal of asphalt, concrete curbs, landscaping, and other features as required for the Project.
 - Establish a staging area to construct a bridge.
 - Construct sidewalks, curbs, gutters, retaining walls for a new connector road from Sampson Avenue to McKinley Street.
 - Reconfigure a portion of the parking lot adjacent to the new connector road.
 - Remove the driveway between the existing strip mall and Outback Steakhouse.
 - Minor re-grading of the parking lot area adjacent to new driveways along the new connector road.
 - Construct drainage improvements including storm drain pipes, inlets, and grates necessary to drain parking areas/drive aisles adjacent to the new connector road.
- Thirty-seven (37) total parking stalls immediately adjacent to the strip mall will be temporarily impacted during the Construction Period of the adjacent driveway and grading/drainage improvements. Construction will be phased to minimize this short-term loss of parking stalls. A minimum of 18 parking stalls in this area will be maintained at all times with sufficient access from either the new connector road or Sampson Avenue, and not more than 19 stalls will be out of service/inaccessible for each phase of this parking area construction. Each phase will occur for five (5)

consecutive calendar days with both phases running consecutively for no more than ten (10) consecutive calendar days total to complete all drive aisle/parking reconfiguration by the City.

- Parking areas/drive aisles west of the drive aisle immediately adjacent to the strip mall will be fenced *off* and inaccessible during the construction of a proposed bridge area and reconfiguration of the paving/parking areas within the TCE for a period of not more than six (6) consecutive months. Other than noted immediately above, the City shall maintain access to the drive aisle and parking immediately adjacent to the strip mall from Sampson Avenue or the new connector road during construction of the Project.
- Prior to construction / removal activities, the City shall examine existing irrigation and install as necessary temporary irrigation facilities, including but not limited to sprinklers, piping, and control valves, to maintain existing pattern and zones outside of construction area.
- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris.

EXHIBIT C1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 235.81 feet;

THENCE perpendicular North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street;

THENCE continuing North 56°23'39" East 163.84 feet to the **TRUE POINT OF BEGINNING**,

THENCE continuing North 56°23'39" East 19.18 feet;

THENCE South 33°36'21" East 234.76 feet to a point on the Northerly Line of Sampson Avenue;

THENCE North 67°53'59" East 27.55 feet along said Northerly Line;

THENCE North 33°36'21" West 43.64 feet;

THENCE South 56°23'39" West 20.22 feet;

THENCE North 33°36'21" West 397.94 feet;

THENCE South 56°23'39" West 19.97 feet;

THENCE North 33°36'21" West 19.01 feet;

THENCE South 56°23'39" West 157.74 feet to a point of cusp with a non-tangent curve concave northerly, having a radius of 57.50 feet, the initial radial of which bears South 25°50'53" West;

THENCE, southeasterly along said curve an arc distance of 30.40 feet through a central angle of 30°17'25" to a point of reverse curvature with a curve, concave southwesterly, having a radius of 257.50 feet;

THENCE, southeasterly along said reverse curve, an arc distance of 189.44 feet through a central angle of 42°09'04", a radial to said point bears North 37°42'31" East;

THENCE South 48°18'49" East 10.00 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 257.00 feet, the initial radial of which bears North 39°56'00" East;

THENCE, southeasterly along said curve 48.29 feet through a central angle of 10°45'56" to the **TRUE POINT OF BEGINNING**;

Containing 0.437 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit C2.



Davis Thresh, P.L.S. No. 6868

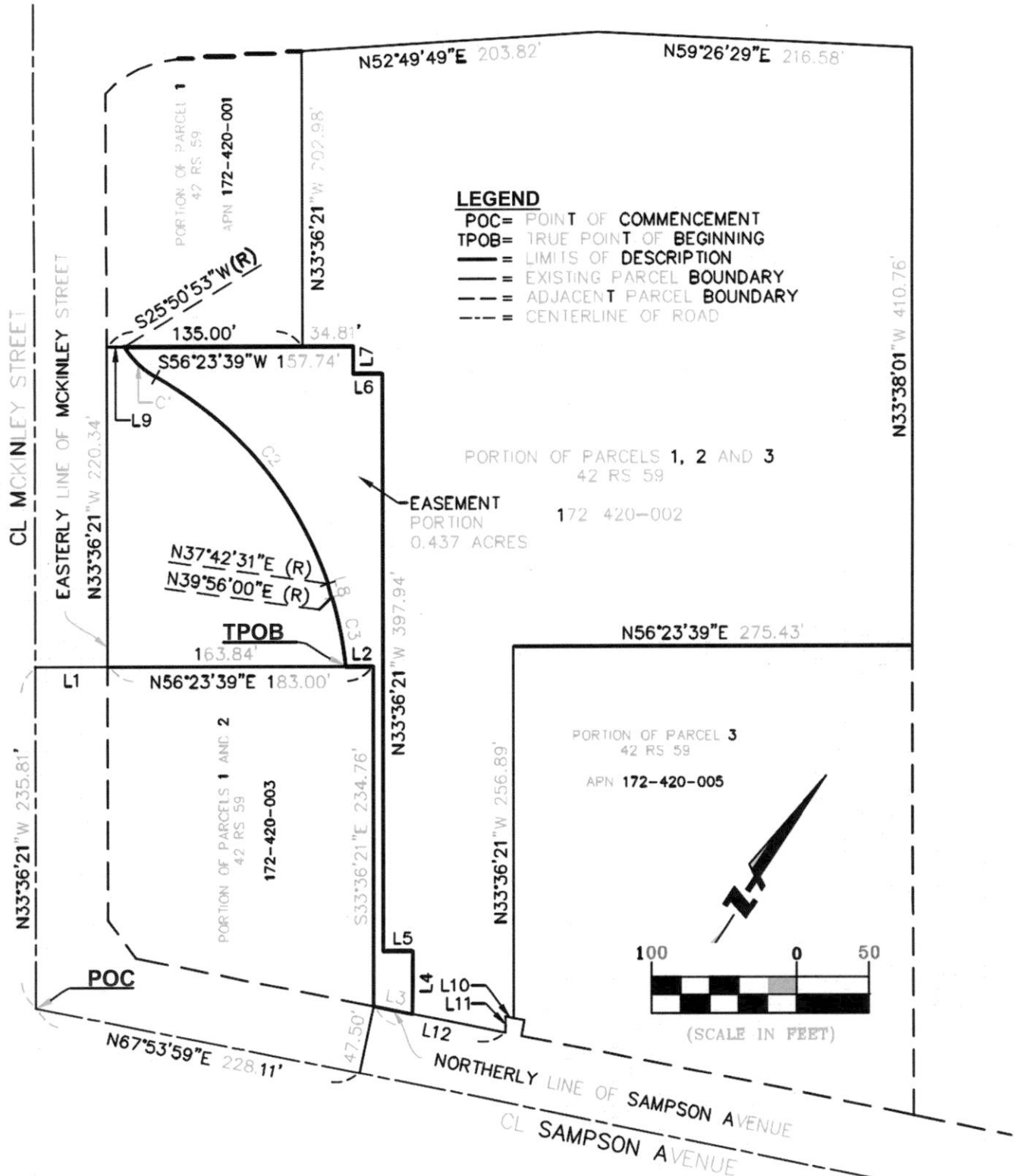
1/28/2020

Dated



EXHIBIT C2

TEMPORARY CONSTRUCTION EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

I PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1

BKF

ENGINEERS . SURVEYORS . PLANNERS

4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 172-420-002

Job No. 20180990

By NP Date 1/28/20 Chkd. DI

SHEET 1 OF 2

EXHIBIT C2 **TEMPORARY CONSTRUCTION EASEMENT**

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L2	S56°23'39"W	19.18'
L3	N67°53'59"E	27.55'
L4	N33°36'21"W	43.64'
L5	S56°23'39"W	20.22'
L6	S56°23'39"W	19.97'
L7	N33°36'21"W	19.01'
L8	S48°18'49"E	10.00'
L9	N56°23'39"E	135.00'

LINE TABLE		
	DIRECTION	LENGTH
L10	N67°53'59"E	5.61'
L11	N33°36'21"W	11.23'
L12	N67°53'59"E	92.84'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	57.50'	30°17'25"	30.40'
C2	257.50'	42°09'04"	189.44'
C3	257.00'	10°45'56"	48.29'



CITY OF CORONA
 RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
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 949-526-8460
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Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 172-420-002
 Job No. 20180990
 By NP Date 1/28/20 Chkd. DT
 SHEET 2 OF 2

**PERMANENT INGRESS/EGRESS EASEMENT INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APNs: 172-420-002, 172-420-003, 172-420-004, 172-420-005
PARCEL ID'S: MSGS-02A, MSGS-02B
COMMERCIAL PROPERTY**

The construction of the McKinley Grade Separation Project ("Project") severs existing ingress/egress/access rights associated with the perpetual easement over and across the real property described as Parcel 2 in the Corporation Grant Deed from Harker Development Corporation, a California corporation, to Shell Oil Company, a Delaware corporation, recorded June 8, 1965 as Instrument Number 66080 in the office of the Riverside County Recorder, State of California. The existing perpetual easement as described in said Parcel 2 provides legal access from McKinley Street to the property owner of the real property as described as Parcel 1 in said Instrument Number 66080. The City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the Project is acquiring a non-exclusive permanent easement for ingress, egress, and access purposes ("Easement"), over, above, on, within, across, along, about and through the land described in Exhibit "D1" and depicted in Exhibit "D2," in each case, incorporated herein by reference ("Easement Area").

Within the Easement Area, rights acquired shall include ingress, egress, and access (collectively, "Ingress/Egress Rights") to the real property as described in the legal description attached hereto as Exhibit "D3" and depicted or illustrated on the map or drawing attached hereto as Exhibit "D4" and, in each case, incorporated herein by reference C'Ingress/Egress Property"). Ingress/Egress Rights shall include all vehicular and pedestrian ingress, egress, and access necessary for the operation of a gas station, including, but not limited to:

- 1) Vehicular access for customers and employees;
- 2) Trucks and delivery vans from vendors, suppliers, and maintenance/repair contractors; and
- 3) Fuel tanker delivery semi-truck and trailers to supply gasoline and other fuel.

The right of way limits for a future roadway facility to be built as part of the Project is described in Exhibit "D5" and depicted or illustrated on the map or drawing attached hereto as Exhibit "D6" and, in each case, incorporated herein by reference C'Connector Road").

Easement Provisions:

- The City expressly reserves the right to convey, transfer or assign the easement rights subject to the same rights and limitations described herein.
- This Easement shall be subject to only use of access through, across, over, along and on all legal driveways and points of access from the Connector Road to be built with the Project and any future development, construction, building, installation, location, placement, and repairs to the Connector Road by the property owner, both current and heirs, successors and assigns, of the Easement Area and Ingress/Egress Property.

- Not including depreciation caused through normal use of the Easement, the beneficiary of the Easement shall perform all remedies and curative measures, repairing said improvements to existing conditions or better within the Easement Area in a reasonable time frame at their expense should they or their employees, agents, and representatives cause damage due to gross negligence or willful misconduct. Said remedies and curative measures shall be performed by the beneficiary of the Easement following all current laws, including securing permits and approvals from appropriate jurisdiction agencies.
- The property owner, including its heirs, successors and assigns, of the Easement Area shall maintain a perpetual 24-foot-wide paved access area to the Ingress/Egress Property from the Connector Road. This paved area shall be free and clear of obstructions.
- The property owner, including its employees, agents, representatives, contractors, successors and assigns, shall not use this Easement in any manner that would impede, obstruct, or restrict the City's rights as defined herein, including without limitation, landscaping of the type that would prohibit or restrict reasonable pedestrian and vehicular access.
- This Easement and the rights and obligations therein shall run with the land and accrue to the benefit of and be binding upon and/or inure to the benefit of the City's and the property owner's respective heirs, successors and assigns. The Easement granted herein burdens the property owner of the Easement Area, and cannot be transferred separately from, or severed from title to it. No other easement or easements shall be granted on, under or over impairing or restricting the use of the Easement without prior written consent by the beneficiary of this Easement.

EXHIBIT D1
LEGAL DESCRIPTION OF EASEMENT AREA
APNs: 172-420-002, 172-420-003, 172-420-004, 172-420-005
(attached behind this page)

**EXHIBIT D1
LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF PARCELS 1, 2 AND 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF ALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 171.61 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 56° 23' 39" WEST AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 275.43 FEET TO A POINT 5.50 FEET EASTERLY MEASURED AT RIGHT ANGLE TO THE WESTERLY LINE OF SAID PARCEL 3; THENCE SOUTH 33° 36' 21" EAST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, A DISTANCE OF 256.89 FEET; THENCE SOUTH 67° 53' 59" WEST AND PARALLEL WITH THE CENTERLINE OF SAMPSON AVENUE, A DISTANCE OF 5.61 FEET; THENCE SOUTH 33° 36' 21" EAST, A DISTANCE OF 11.23 FEET TO A POINT ON THE NORTHERLY LINE OF SAMPSON AVENUE, SAID NORTHERLY LINE BEING 47.50 FEET NORTHERLY AND PARALLEL TO THE CENTERLINE OF SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 92.84 FEET; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, A DISTANCE OF 234.76 FEET; THENCE SOUTH 56° 23' 39" WEST AND PARALLEL WITH THE NORTHERLY LINE OF PARCEL 2 OF SAID RECORD OF SURVEY, A DISTANCE OF 183.00 FEET TO A POINT ON THE EASTERLY LINE OF MCKINLEY STREET, SAID EASTERLY LINE BEING 50.00 FEET EASTERLY AND PARALLEL TO THE CENTERLINE OF MCKINLEY STREET; THENCE NORTH 33° 36' 21" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 220.34 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO EQUILON ENTERPRISES, LLC BY DEED RECORDED AUGUST 5, 1998 AS INSTRUMENT NO. 325460 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 56° 23' 39" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL CONVEYED TO EQUILON ENTERPRISES, LLC, A DISTANCE OF 135.00 FEET; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, ALONG THE EASTERLY LINE OF SAID PARCEL CONVEYED TO EQUILON ENTERPRISES, LLC, A DISTANCE OF 202.86 FEET TO A POINT ON THE SOUTHERLY LINE OF STATE HIGHWAY 91; THENCE NORTH 52° 49' 49" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 203.82 FEET; THENCE NORTH 59° 26' 29" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 216.58 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1 OF SAID RECORD OF SURVEY; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 410.64 FEET TO THE **POINT OF BEGINNING**.

PARCEL B:

THAT PORTION OF PARCEL 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, AS DISTANCE OF 171.61 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 324.22 FEET TO A POINT ON THE NORTH LINE OF SAMPSON

**EXHIBIT D1
LEGAL DESCRIPTION
(Continued)**

AVENUE, SAID NORTHERLY LINE BEING 47.50 FEET NORTHERLY AND PARALLEL TO THE CENTERLINE OF SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 275.85 FEET; THENCE NORTH 22° 06' 01" WEST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 67° 53' 59", A DISTANCE OF 7.63 FEET TO A POINT ON A LINE 5.50 FEET EASTERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 256.89 FEET; THENCE NORTH 56° 23' 39" EAST AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 275.43 FEET TO THE **POINT OF BEGINNING**.

PARCEL C:

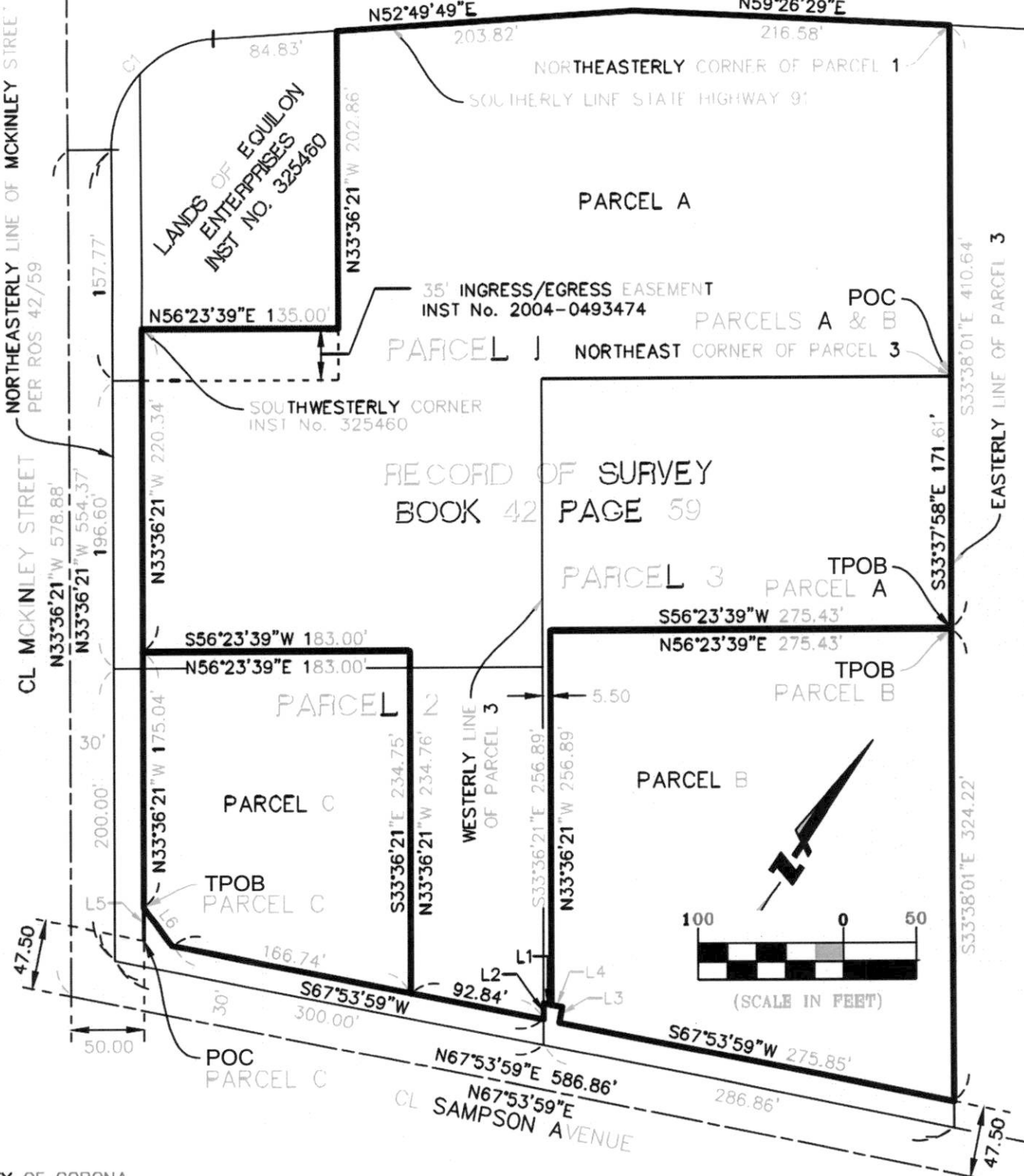
THAT PORTION OF PARCELS 1 AND 2 OF A RECORD OF SURVEY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE PARALLEL TO AND 50.00 FEET NORTHEASTERLY OF THE CENTERLINE OF MCKINLEY STREET WITH A LINE PARALLEL TO AND 47.50 FEET NORTHWESTERLY OF THE CENTERLINE OF SAMPSON AVENUE, AS SAID STREETS ARE SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 33° 36' 21" WEST, PARALLEL TO SAID CENTERLINE OF MCKINLEY STREET 22.45 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 33° 36' 21" WEST, 175.04 FEET; THENCE AT RIGHT ANGLES NORTH 56° 23' 39" EAST, 183.00 FEET; THENCE SOUTH 33° 36' 21" EAST, PARALLEL TO SAID CENTERLINE OF MCKINLEY STREET 234.75 FEET TO SAID PARALLEL TO SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, 166.74 FEET; THENCE NORTH 70° 09' 18" WEST, 32.93 FEET TO THE **POINT OF BEGINNING**;

EXCEPT THEREFROM THE INTEREST CONVEYED TO THE CITY OF CORONA BY DEED RECORDED OCTOBER 30, 1991 AS INSTRUMENT NO. 376420 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT D2

INGRESS/EGRESS PROPERTY



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-2

BKF

ENGINEERS . SURVEYORS . PLANNERS

4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject INGRESS/EGRESS PROPERTY

Job No. 20180990

By NP Date 1/28/20 Chkd. DT

SHEET 1 OF 2

Page 190 of 272

SHEET 1 OF 2

EXHIBIT D2
INGRESS/EGRESS PROPERTY

LINE TABLE		
	DIRECTION	LENGTH
L1	S67°53'59"W	5.61'
L2	S33°36'21"E	11.23'
L3	N22°06'01"W	11.00'
L4	S67°53'59"W	7.63'
L5	N33°36'21"W	22.45'
L6	N70°09'18"W	32.93'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	75.00'	86°26'10"	113.14'

LEGEND

POC= POINT OF COMMENCEMENT
 TPOB= TRUE POINT OF BEGINNING
 — = LIMITS OF DESCRIPTION
 — = ROS 42/59 BOUNDARY
 --- = CENTERLINE OF ROAD
 --- = PARCEL 2 INGRESS/EGRESS
 EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-2



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject INGRESS/EGRESS PROPERTY

Job No. 20180990

By NP Date 1/28/20 Chkd. DT

SHEET 2 OF 2

**EXHIBIT D3
LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF PARCEL 1, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 59 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF PARCEL 3, SHOWN ON SAID RECORD OF SURVEY, WITH THE NORTHEASTERLY LINE OF MCKINLEY STREET, 60 FEET WIDE, AS SHOWN THEREON; THENCE NORTH 33° 36' 21" WEST, 35 FEET ON SAID NORTHEASTERLY LINE OF MCKINLEY STREET; THENCE NORTH 56° 23' 39" EAST, 20 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 33° 36' 21" WEST, 173.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 75 FEET; THENCE NORTHERLY ON THE ARC OF SAID CURVE FROM A TANGENT BEARING NORTH 09° 13' 40" EAST, THROUGH A CENTRAL ANGLE OF 43° 35' 54" AND ARC DISTANCE OF 57.07 FEET; THENCE NORTH 52° 49' 34" EAST, 84.83 FEET; THENCE SOUTH 33° 36' 21" EAST, 202.90 FEET TO A POINT LOCATED NORTH 33° 36' 21" WEST, 35 FEET FROM THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF PARCEL 3, SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 56° 23' 39" WEST, 135 FEET ON A LINE PARALLEL WITH AND 35 FEET NORTHWESTERLY OF SAID EXTENSION TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY OIL, GAS, AND OTHER MINERALS (INCLUDING, WITHOUT LIMITATION, HELIUM, LIGNITE, SULFUR, PHOSPHATE AND OTHER SOLID, LIQUID AND GASEOUS SUBSTANCES), REGARDLESS OF THE NATURE THEREOF AND WHETHER SIMILAR OR DISSIMILAR BUT ONLY TO THE EXTENT ANY OF THE FOREGOING IS IN ITS NATURAL STATE AND NATURAL LOCATION AND NOT SUBJECT TO THE DOMINION AND CONTROL OF ANY PERSON, AND, UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO GRANTEE, THE RIGHT TO EXPLORE FOR, DEVELOP AND PRODUCE SAME, AS WELL AS THE RIGHT TO LEASE SUCH PORTION OF THE PROPERTY HEREBY RESERVED FOR SUCH PURPOSES, AND ALL MINERAL AND ROYALTY RIGHTS WHATSOEVER IN, ON, UNDER AND PERTAINING TO THE PROPERTY; BUT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO USE, OR RIGHT OF INGRESS TO OR EGRESS FROM ANY PART OF THE SURFACE OF THE PROPERTY FOR EXPLORATION AND PRODUCING PURPOSES, EXCEPT WITH RESPECT TO (I) CURRENT ACTIVITIES AT AND ANY EXISTING CONTRACTUAL OR LEASEHOLD RIGHTS GRANTED TO THIRD PARTIES AND (II) ANY ADDITIONAL ACTIVITIES WHICH HAVE BEEN CONSENTED TO IN WRITING BY GRANTEE, WHOSE CONSENT SHALL NOT BE UNREASONABLY WITHHELD, AS RESERVED BY DEED RECORDED JUNE 25, 2004 AS INSTRUMENT NO. 2004-0493473 OF OFFICIAL RECORDS.

PARCEL 2:

A PERPETUAL EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED LAND ADJOINING THE PREMISES ON THE SOUTHEAST:

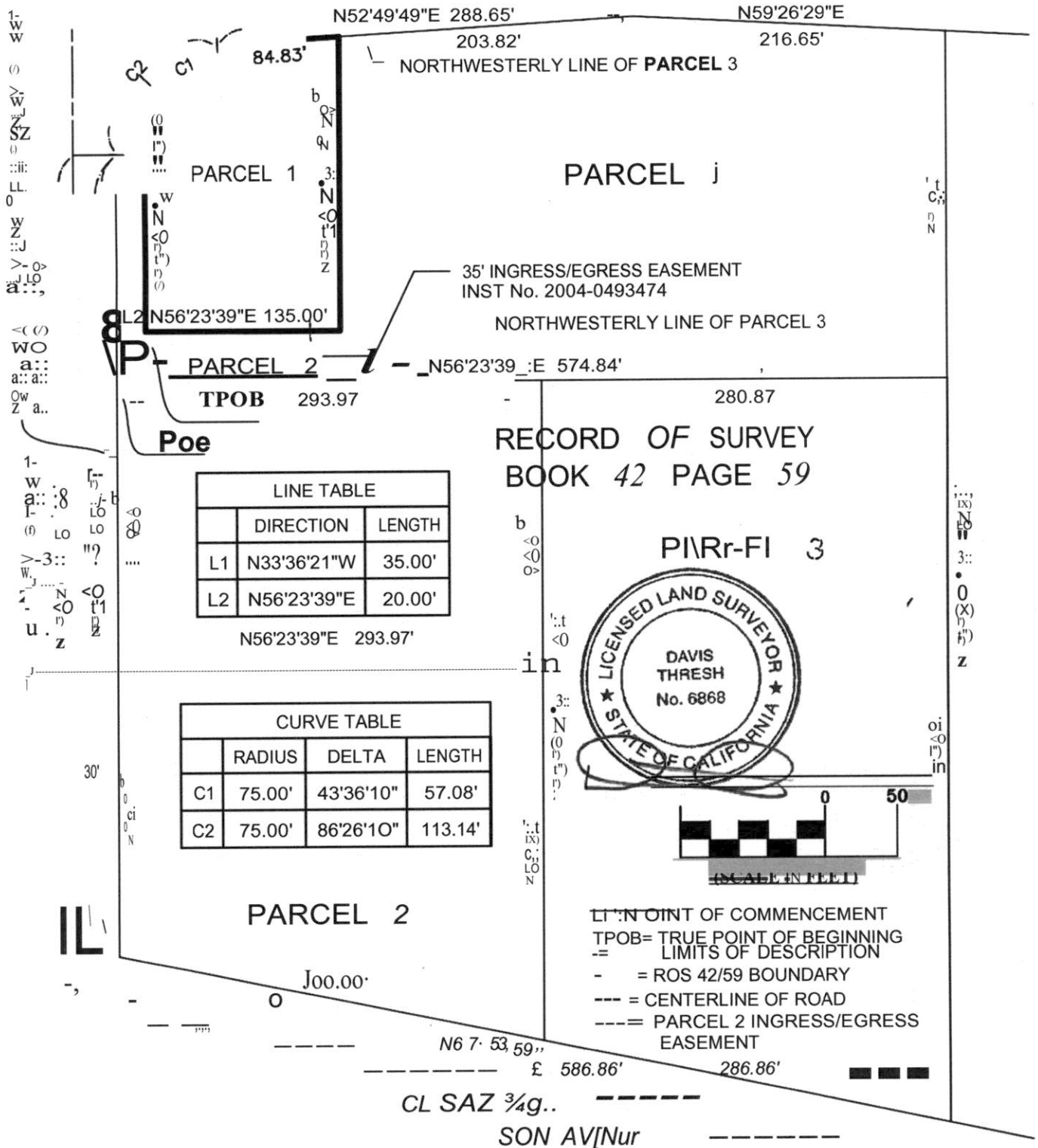
THAT PORTION OF PARCEL 1, SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 59, RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

EXHIBIT D3
LEGAL DESCRIPTION
(Continued)

THE NORTHEASTERLY 135 FEET OF THE SOUTHWESTERLY 155 FEET OF THE SOUTHEASTERLY 35 FEET OF THAT PORTION OF PARCEL 1 SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 59, RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF PARCEL 3 AS SHOWN ON SAID RECORD OF SURVEY.

TO BE USED IN COMMON WITH GRANTOR AND FOR INGRESS AND EGRESS TO AND FROM THE PREMISES BY SHELL AND ITS SUBLESSEES AND ITS OR THEIR LICENSEES AND INVITEES WITH THE RIGHT IN SHELL TO INSTALL DRIVEWAYS, AREA LIGHTERS, PAVE THE EASEMENT AREA FOR DRIVEWAY PURPOSES, INSTALL ANY NECESSARY DRAINAGE STRUCTURE TO DRAIN SAID EASEMENT AREA AND NEITHER GRANTOR NOR SHELL EVER TO CAUSE OR PERMIT ANY OBSTRUCTION OF THE EASEMENT AREA OR ACCESS THERETO.

EXHIBIT D4 EASEMENT AREA



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-2

BKF 100+ YEARS
ENGINEERS SURVEYORS PLANNERS

EASEMENT AREA
Subject garthur COURT
Job No. 20180990
B NP
y
Date 1/28/20 Chkd. DT
SHEET 1 OF 1

**EXHIBIT D5
LEGAL DESCRIPTION**

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North $33^{\circ}36'21''$ West 235.81 feet;

THENCE, perpendicular, North $56^{\circ}23'39''$ East 50 feet to a point on the Easterly Line of McKinley Street and the **TRUE POINT OF BEGINNING**;

THENCE, northwesterly along said Easterly Line of McKinley Avenue, North $33^{\circ}36'21''$ West 220.34 feet;

THENCE, perpendicular to and leaving said Easterly Line of McKinley Street, North $56^{\circ}23'39''$ East 12.07 feet to a point of cusp with a non-tangent curve concave northerly, having a radius of 57.50 feet, the initial radial of which bears South $25^{\circ}50'53''$ West;

THENCE, southeasterly along said curve an arc distance of 30.40 feet through a central angle of $30^{\circ}17'25''$ to a point of reverse curvature with a curve, concave southwesterly, having a radius of 257.50 feet;

THENCE, southeasterly along said reverse curve, an arc distance of 189.44 feet through a central angle of $42^{\circ}09'04''$;

THENCE South $48^{\circ}18'49''$ East 10.00 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 257.00 feet, the initial radial of which bears North $39^{\circ}56'00''$ East;

THENCE, southeasterly along said curve 48.29 feet through a central angle of $10^{\circ}45'56''$;

THENCE continuing southeasterly along said curve an arc distance of 77.23 feet through an arc angle of $17^{\circ}13'01''$;

THENCE, perpendicular to the Northerly Line of Sampson Avenue, South $22^{\circ}06'01''$ East 120.58 feet;

THENCE South $42^{\circ}17'58''$ East 2.73 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 27.00 feet, a radial bearing to said point bears South $67^{\circ}54'19''$ West;

THENCE, southerly and easterly along said curve an arc distance of 42.41 feet through a central angle of $90^{\circ}00'00''$ to a point on the Northerly Line of Sampson Avenue;

THENCE South $67^{\circ}53'59''$ West 140.55 feet along said Northerly Line;


THENCE North $70^{\circ}09'18''$ West 32.93 feet to a point on the Easterly Line of McKinley Street;

THENCE, northwesterly along said Easterly Line, North $33^{\circ}36'21''$ West 175.04 feet to the **TRUE POINT OF BEGINNING**.

**EXHIBIT D5
LEGAL DESCRIPTION
(Continued)**

Containing 1.308 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit D6.



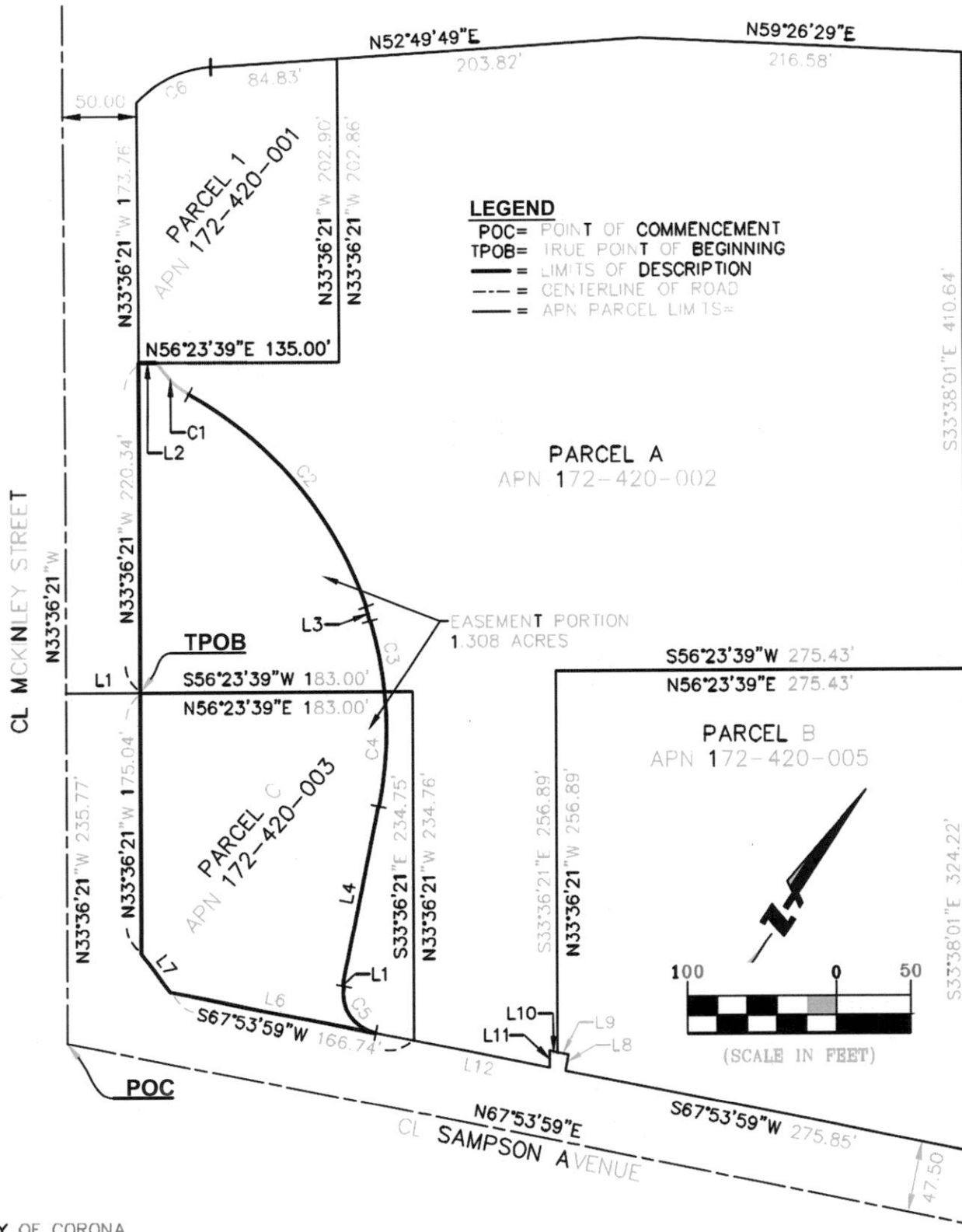
Davis Thresh, P.L.S. No. 6868

1/28/2020

Dated



EXHIBIT D6 CONNECTOR ROAD



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

I PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-2

BKF

ENGINEERS, SURVEYORS, PLANNERS

4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject CONNECTOR ROAD

Job No. 20180990

By NP Date 1/28/20 Chkd. DT

SHEET 1 OF 2

EXHIBIT D6
CONNECTOR ROAD

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L1	S42°17'58"E	2.73'
L2	N56°23'39"E	12.07'
L3	S48°18'49"E	10.00'
L4	S22°06'01"E	120.58'
L6	S67°53'59"W	140.56'
L7	N70°09'18"W	32.93'
L8	N22°06'01"W	11.00'
L9	S67°53'59"W	7.63'
L10	S67°53'59"W	5.61'

LINE TABLE			
	DIRECTION	LENGTH	
L11	S33°36'21"E	11.23'	
L12	S67°53'59"W	92.84'	
CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	57.50'	30°17'25"	30.40'
C2	257.50'	42°09'04"	189.44'
C3	257.00'	10°45'56"	48.29'
C4	257.00'	17°13'01"	77.23'
C5	27.00'	90°00'00"	42.41'
C6	75.00'	43°36'10"	57.08'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-2



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject CONNECTOR ROAD

Job No. 20180990

By NP Date 1/28/20 Chkd. DT

SHEET 2 OF 2

EX "A"
ATTACHMENT "2"

OUTBACK
(ATTACHED 7 PAGES)

**FEE SIMPLE INTEREST
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-420-003
PARCEL ID: MSGS-02B
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit "BI" is to be acquired as a fee simple interest and used for a public street and incidents and appurtenances thereto by the City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the construction of the McKinley Grade Separation Project ("Project"). The right acquired is depicted in Exhibit "82."

EXHIBIT B1
LEGAL DESCRIPTION
 FEE INTEREST

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 235.81 feet;

THENCE perpendicular North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street said point also being the **TRUE POINT OF BEGINNING**;

THENCE continuing North 56°23'39" East 163.84 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 257.00 feet;

THENCE, southeasterly along said curve an arc distance of 77.23 feet through an arc angle of 17°13'01";

THENCE, perpendicular to the Northerly Line of Sampson Avenue, South 22°06'01" East 120.58 feet;

THENCE South 42°17'58" East 2.73 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 27.00 feet, a radial bearing to said point bears South 67°54'19" West;

THENCE, southerly and easterly along said curve an arc distance of 42.41 feet through a central angle of 90°00'00" to a point on the Northerly Line of Sampson Avenue;


THENCE South 67°53'59" West 140.55 feet along said Northerly Line;

THENCE North 70°09'18" West 32.93 feet to a point on the Easterly Line of McKinley Street;

THENCE, northwesterly along said Easterly Line, North 33°36'21" West 175.04 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.738 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B2.



 Davis Thresh, P.L.S. No. 6868

 1/28/2020

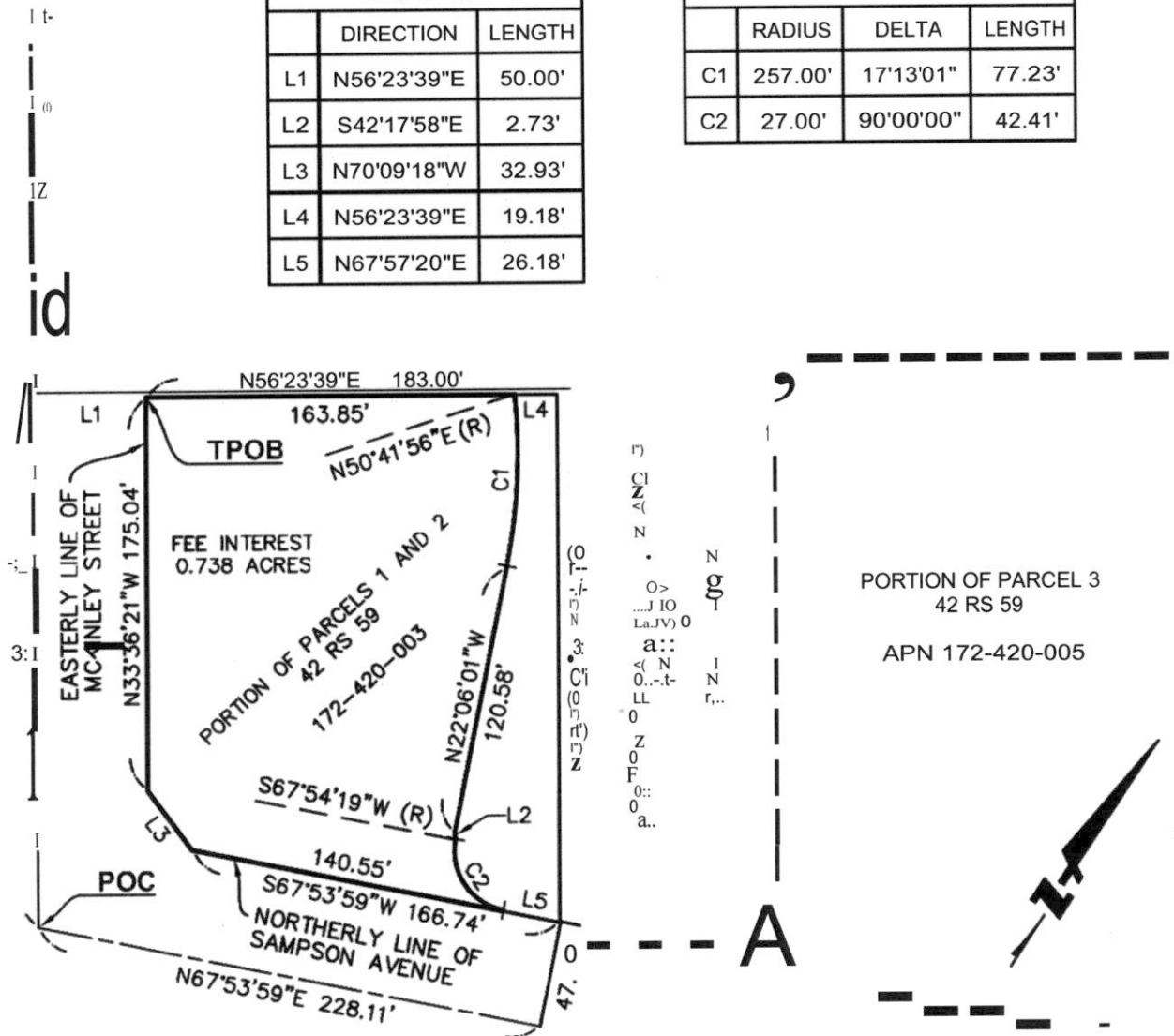
 Dated



EXHIBIT 82
FEE INTEREST

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L2	S42°17'58"E	2.73'
L3	N70°09'18"W	32.93'
L4	N56°23'39"E	19.18'
L5	N67°57'20"E	26.18'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	257.00'	17°13'01"	77.23'
C2	27.00'	90°00'00"	42.41'



LEGEND

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- = EXISTING PARCEL BOUNDARY
- = ADJACENT PARCEL BOUNDARY
- = CENTERLINE OF ROAD



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1

Bk f 100+
YEARS
ENGINEERS SURVEYORS PLANNERS

Tr gARTHUR COURT
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 172-420-003
Job No. 20180990
By NP Dote 1/28/20 Chkd WS
SHEET 1 OF 1

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION**

**APN: 172-420-003
PARCEL ID: MSGS-02B
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit "C1" is to be used for temporary construction purposes by the City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the construction of the McKinley Grade Separation Project ("Project"). The right of usage acquired for the non-exclusive temporary construction easement parcel described in Exhibit "C1" and depicted in Exhibit "C2" ["TCE"] shall be for a period of thirty (30) consecutive months. However, the actual physical construction activities within the TCE area shall be limited to a period of six (6) consecutive months within the thirty (30) month TCE period (the "Construction Period"). During the Construction Period, the City's use and occupancy of the TCE will remain non-exclusive.

The City expressly reserves the right to convey, transfer or assign the TCE subject to the same rights and limitations described herein.

Work Description/ Easement Provisions:

- The City shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days written notice as to when the Construction Period will commence.
- The City's work activities shall include:
 - Removal of asphalt, concrete curbs, landscaping, and other features as required for the Project.
 - Establish a staging area to construct a bridge.
 - Construct sidewalks, curbs, gutters, retaining walls for a new connector road from Sampson Avenue to McKinley Street.
 - Reconfigure a portion of the parking lot adjacent to the new connector road.
 - Remove the driveway between the existing strip mall and Outback Steakhouse.
 - Minor re-grading of the parking lot area adjacent to new driveways along the new connector road.
 - Construct drainage improvements including storm drain pipes, inlets, and grates necessary to drain parking areas/drive aisles adjacent to the new connector road.
- Thirty-seven (37) total parking stalls immediately adjacent to the strip mall will be temporarily impacted during the Construction Period of the adjacent driveway and grading/drainage improvements. Construction will be phased to minimize this short-term loss of parking stalls. A minimum of 18 parking stalls in this area will be maintained at all times with sufficient access from either the new connector road or Sampson Avenue, and not more than 19 stalls will be out of service/inaccessible for each phase of this parking area construction. Each phase will occur for five (5)

consecutive calendar days with both phases running consecutively for no more than ten (10) consecutive calendar days total to complete all drive aisle/parking reconfiguration by the City.

- Parking areas/drive aisles west of the drive aisle immediately adjacent to the strip mall will be fenced *off* and inaccessible during the construction of a proposed bridge area and reconfiguration of the paving/parking areas within the TCE for a period of not more than six (6) consecutive months. Other than noted immediately above, the City shall maintain access to the drive aisle and parking immediately adjacent to the strip mall from Sampson Avenue or the new connector road during construction of the Project.
- Prior to construction / removal activities, the City shall examine existing irrigation and install as necessary temporary irrigation facilities, including but not limited to sprinklers, piping, and control valves, to maintain existing pattern and zones outside of construction area.
- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris.

EXHIBIT C1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North $33^{\circ}36'21''$ West 235.81 feet;

THENCE perpendicular North $56^{\circ}23'39''$ East 50 feet to a point on the Easterly Line of McKinley Street;

THENCE continuing North $56^{\circ}23'39''$ East 163.84 feet to the **TRUE POINT OF BEGINNING**,

THENCE continuing North $56^{\circ}23'39''$ East 19.18 feet;

THENCE South $33^{\circ}36'21''$ East 234.76 feet to a point on the Northerly Line of Sampson Avenue;

THENCE South $67^{\circ}53'59''$ West 26.18 feet along said Northerly Line to a tangent curve, concave northerly, having a radius of 27.00 feet;

THENCE, southerly and northwesterly along said curve an arc distance of 42.41 feet through a central angle of $90^{\circ}00'00''$, a radial bearing to said point bears South $67^{\circ}54'19''$ West;

THENCE North $42^{\circ}17'58''$ West 2.73 feet;

THENCE, perpendicular to the Northerly Line of Sampson Avenue, North $22^{\circ}06'01''$ West 120.58 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 257.00 feet;

THENCE, northwesterly along said curve an arc distance of 77.23 feet through an arc angle of $17^{\circ}13'01''$ to the **TRUE POINT OF BEGINNING**, a radial bearing to said point bears North $50^{\circ}41'56''$ East.

Containing 0.165 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit C2.



 Davis Thresh, P.L.S. No. 6868

1/28/2020

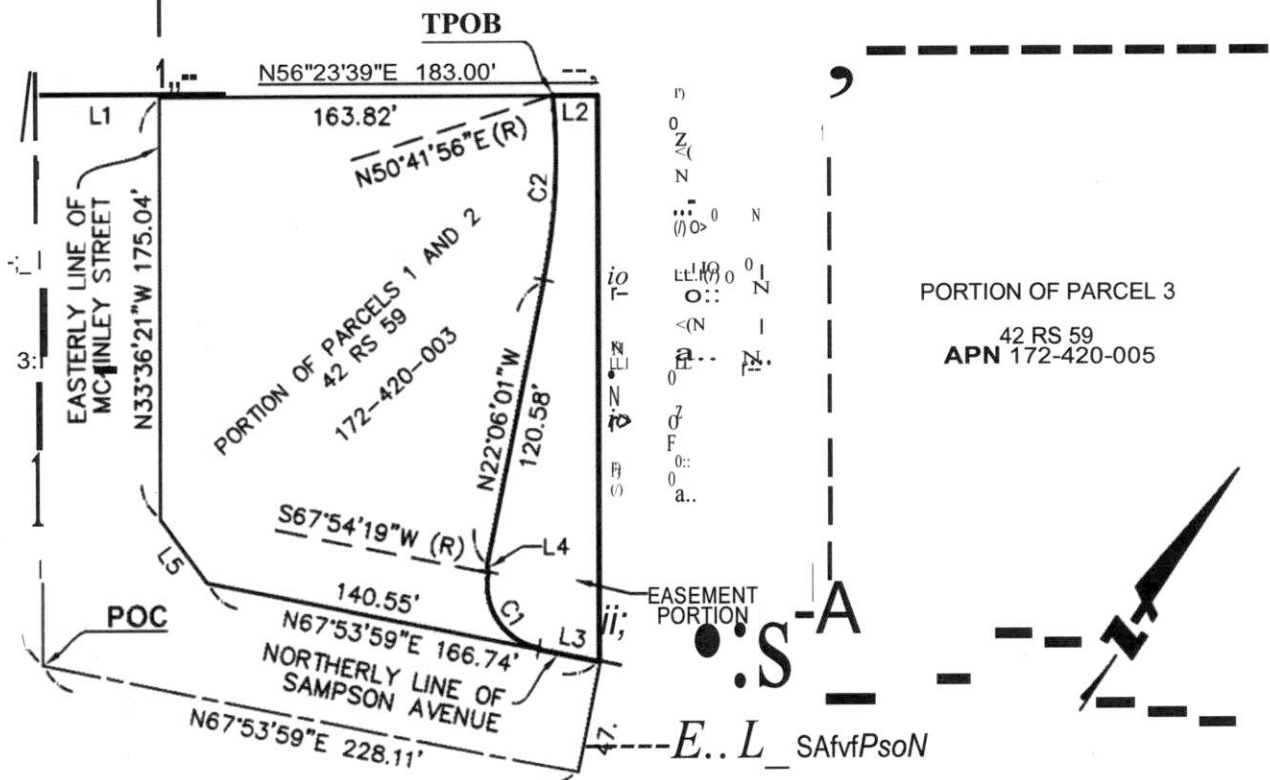
 Dated



EXHIBIT C2**TEMPORARY CONSTRUCTION EASEMENT**

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L2	N56°23'39"E	19.18'
L3	S67°53'59"W	26.18'
L4	N42°17'58"W	2.73'
L5	N70°09'18"W	32.93'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	27.00'	90°00'00"	42.41'
C2	257.00'	17°13'01"	77.23'

**LEGEND**

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- = EXISTING PARCEL BOUNDARY
- = ADJACENT PARCEL BOUNDARY
- = CENTERLINE OF ROAD



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1

Bkf 100+ YEARS
ENGINEERS SURVEYORS PLANNERS

ARTHUR COURT

NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject **TEMPORARY CONSTRUCTION EASEMENT - APN 172-420-003**

Job No. 20180990

By NP Date 1/28/20 Chkd WS

SHEET 1 OF 1

**RESOLUTION NO. 2025-094
(AMENDING RESOLUTION NO. 2020-043)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CORONA, CALIFORNIA, DECLARING THAT THE
PUBLIC INTEREST AND NECESSITY REQUIRE THE
ACQUISITION BY EMINENT DOMAIN OF PORTIONS OF
ASSESSOR PARCEL NOS. 172-420-002, 172-420-003, 172-420-
004, & 172-420-005 FOR THE MCKINLEY STREET GRADE
SEPARATION PROJECT**

WHEREAS, on June 3, 2020, the City of Corona (the "City") adopted resolution number 2020-043 to acquire partial fee interests and improvements thereon, a permanent non-exclusive ingress and egress easement, and temporary construction easement interests (collectively, the "Property Interests") in real property located in the City of Corona, California, more particularly described as Assessor Parcel Nos. 172-420-002, 172-420-003, 172-420-004, and 172-420-005 (the "Property") for the construction and maintenance of the McKinley Street Grade Separation Project (the "Project"), in Corona, California, pursuant to the authority granted to the City by sections 37350 and 37350.5 of the California Government Code; and

WHEREAS, on July 24, 2020, the City filed an eminent domain complaint for the acquisition of the Property Interests in the Riverside Superior Court under case number RIC2002846 (the "Eminent Domain Proceeding"); and

WHEREAS, on or about September 18, 2020, the property owner C.P.I. Properties, a limited partnership ("CPI" or "Property Owner"), filed an Answer to the City's complaint in the Eminent Domain Proceeding, which proceeding is still pending for the determination of the amount of just compensation due to CPI; and

WHEREAS, in the course of construction of the Project, the City used a portion of the Property Interests (referred to as a temporary construction easement, or "TCE") for a longer period of time than what was anticipated when the June 3, 2020 Resolution 2020-043 was adopted; and

WHEREAS, in the course of construction of the Project, the City's contractor impacted portions of the Property Interests in ways that were not anticipated when Resolution 2020-043 was adopted; and

WHEREAS, on August 18, 2025, the City sent by overnight mail to the owner of record of the subject property with a copy by email and overnight mail to the owner of record's counsel as identified in the Eminent Domain Proceeding a California Government Code section 7267.2 offer for the acquisition of the Property Interests, as amended to include the extended use of the TCE and the additional property impacts ("Amended Property Interests"); and

WHEREAS, the City proposes to amend Resolution No. 2020-043 adopted June 3, 2020, to add to the acquisition identified in the June 3, 2020 Resolution 2020-043 the additional property rights necessary for the Project; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the City scheduled a Public Hearing for Wednesday, September 3, 2025 at 6:30 p.m., at the Corona

City Hall, City Council Chambers, located at 400 South Vicentia Avenue, Corona, California, and gave to the Property Owner at its last verified address and to the Property Owner's counsel of record as identified in the Eminent Domain Proceeding notice and a reasonable opportunity to appear at said hearing and be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the City and each affected property owner was afforded an opportunity to be heard on said matters; and

WHEREAS, the City may now adopt an Amended Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

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

SECTION 1. Compliance with California Code of Civil Procedure. There has been compliance by the City with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

SECTION 2. Public Use. The public use for which the Property Interests, as amended, are to be acquired is for the construction and maintenance of the McKinley Street Grade Separation Project, located on North McKinley Street, south of the State Route 91 east bound on- ramp, in Corona, California. Section 37350.5 of the California Government Code authorizes the City to acquire by eminent domain property necessary for such purposes.

SECTION 3. Description of Property. Attached and marked as Exhibits "A", "B", "C", "D", and "E", are the descriptions of the Property Interests, as amended, including the general description, legal descriptions and plat maps of the real property to be acquired by the City, which describe the general location and extent of the property with sufficient detail for reasonable identification.

SECTION 4. Findings. The City hereby finds and determines each of the following:

The public interest and necessity require the proposed project;

(a) The proposed project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(b) The property described in Exhibits "A", "B", "C", "D", and "E" is necessary for the proposed project; and

(c) The offer required by section 7267.2 of the California Government Code was made.

SECTION 5. Use Not Unreasonably Interfering with Existing Public Use(s). Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing

public uses. The legal descriptions of these easements and rights-of-way are on file with the City and describe the general location and extent of the easements and rights- of-way with sufficient detail for reasonable identification. In the event the herein described use or uses will not unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, counsel for the City is authorized to acquire the herein described real property subject to such existing public use(s) pursuant to section 1240.510 of the California Code of Civil Procedure.

SECTION 6. More Necessary Public Use. Some or all of the real property to be acquired is subject to easements and rights-of-way appropriated to existing public uses. To the extent that the herein described use or uses will unreasonably interfere with or impair the continuance of the public use as it now exists or may reasonably be expected to exist in the future, the City finds and determines that the herein described use or uses are more necessary than said existing public use. Counsel for the City is authorized to acquire the herein described real property appropriated to such existing public use(s) pursuant to section 1240.610 of the California Code of Civil Procedure. Staff is further authorized to make such improvements to the real property being acquired that it determines are reasonably necessary to mitigate any adverse impact upon the existing public use.

SECTION 7. Further Activities. Counsel for the City is hereby authorized to acquire the hereinabove described real property in the name of and on behalf of the City by eminent domain, and counsel is authorized to institute and prosecute such legal proceedings as may be required in connection therewith, including but not limited to filing a motion with the court in Eminent Domain Proceeding for leave to amend the complaint to include the modified or added interests as provided by Code of Civil Procedure section 1250.340, subdivision (b). Legal counsel is further authorized to take such steps as may be authorized and required by law, and to **make** such security deposits as may be required by order of court, to permit the City to take possession of and use said real property at the earliest possible time. Counsel is further authorized to correct any errors or to make or agree to non-material changes in the legal description of the real property that are deemed necessary for the conduct of the condemnation action, or other proceedings or transaction required to acquire the subject real property.

SECTION 8. Effective Date. The Mayor shall sign this Resolution, and the City Clerk shall attest thereto, and this Resolution shall take effect and be in force on the date of its adoption.

PASSED, APPROVED AND ADOPTED this _____.

Mayor of the City of Corona, California

ATTEST

Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 3rd day of September, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 3rd day of September, 2025.

City Clerk of the City of Corona, California

[SEAL]

GENERAL DESCRIPTION, LEGAL DESCRIPTION AND PLAT MAP

EXHIBIT A

**FEE SIMPLE AND ACCESS DENIAL INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-420-002
PARCEL ID: MSGS-02A
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “A1” is to be acquired as a fee simple interest and used for a public street and incidents and appurtenances thereto by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). Additionally, acquisition will include the release and relinquishment of any and all abutter’s rights, including access rights, appurtenant to a portion of the adjoining real property in and to the proposed public street. The right acquired is depicted in Exhibit “A2.”

EXHIBIT A1
LEGAL DESCRIPTION
FEE INTEREST

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 235.81 feet;

THENCE, perpendicular, North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street and the **TRUE POINT OF BEGINNING**;

THENCE, northwesterly along said Easterly Line of McKinley Avenue, North 33°36'21" West 220.34 feet;

THENCE, perpendicular to and leaving said Easterly Line of McKinley Street, North 56°23'39" East 12.07 feet to a point of cusp with a non-tangent curve concave northerly, having a radius of 57.50 feet, the initial radial of which bears South 25°50'53" West;

THENCE, southeasterly along said curve an arc distance of 30.40 feet through a central angle of 30°17'25" to a point of reverse curvature with a curve, concave southwesterly, having a radius of 257.50 feet;

THENCE, southeasterly along said reverse curve, an arc distance of 83.68 feet through a central angle of 18°37'11" to a point at the end of the access denial limits;

THENCE, continuing along said curve, an arc distance of 105.75 feet, through a central angle of 23°31'53", a radial bearing to said point bears North 37°42'31" East;

THENCE South 48°18'49" East 10.00 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 257.00 feet, the initial radial of which bears North 39°56'00" East;


THENCE, southeasterly along said curve 48.29 feet through a central angle of 10°45'56";

THENCE, leaving said curve, South 56°23'39" West 163.82 feet to the **TRUE POINT OF BEGINNING**;

Containing 0.570 square acres, more or less.

These conveyances are made for the purpose of a freeway and adjacent frontage road and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights appurtenant to grantor's remaining property in and to the frontage road over and across 114.08 feet of the northwesterly line of said fee interest parcel, measured along said northwesterly line across courses '(3)' and '(4)' described above, and shown as curves "C1" and "C2" on Exhibit A2.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B2.



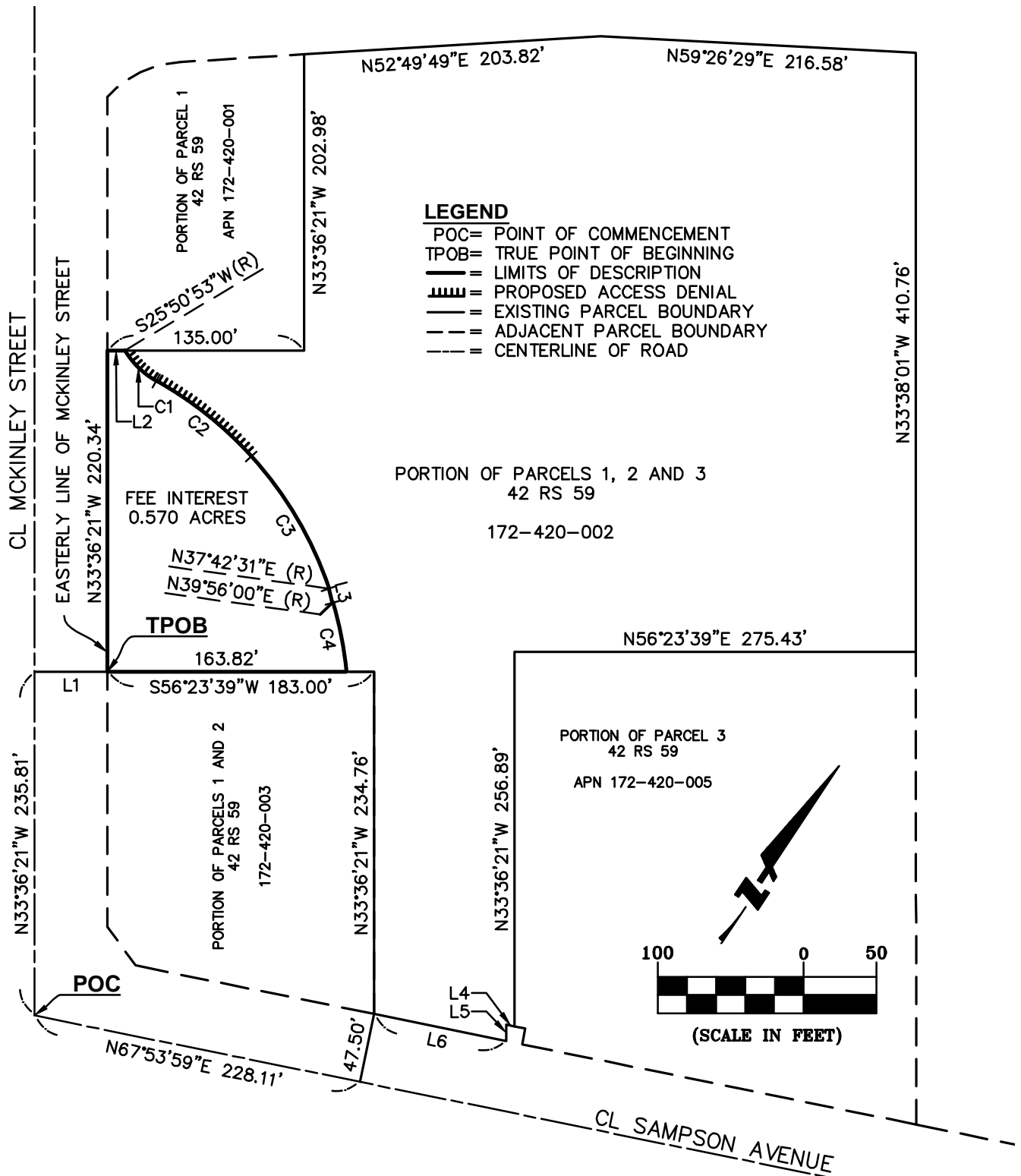
Davis Thresh, P.L.S. No. 6868

1/28/2020

Dated



EXHIBIT A2
FEE INTEREST



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 172-420-002

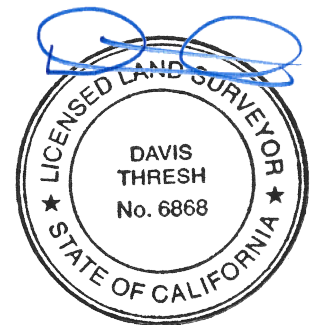
Job No. 20180990

By NP Date 1/28/20 Chkd. DT
SHEET 1 OF 2

EXHIBIT A2
FEE INTEREST

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L2	N56°23'39"E	12.07'
L3	S48°18'49"E	10.00'
L4	N67°53'59"E	5.61'
L5	N33°36'21"W	11.23'
L6	N67°53'59"E	92.84'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	57.50'	30°17'25"	30.40'
C2	257.50'	18°37'11"	83.68'
C3	257.50'	23°31'53"	105.75'
C4	257.00'	10°45'56"	48.29'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA |

PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 172-420-002
Job No. 20180990
By NP Date 1/28/20 Chkd. DT
SHEET 2 OF 2

**FEE SIMPLE INTEREST
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-420-003
PARCEL ID: MSGS-02B
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “B1” is to be acquired as a fee simple interest and used for a public street and incidents and appurtenances thereto by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). The right acquired is depicted in Exhibit “B2.”

EXHIBIT B1
LEGAL DESCRIPTION
FEE INTEREST

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 235.81 feet;

THENCE perpendicular North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street said point also being the **TRUE POINT OF BEGINNING**;

THENCE continuing North 56°23'39" East 163.84 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 257.00 feet;

THENCE, southeasterly along said curve an arc distance of 77.23 feet through an arc angle of 17°13'01";

THENCE, perpendicular to the Northerly Line of Sampson Avenue, South 22°06'01" East 120.58 feet;

THENCE South 42°17'58" East 2.73 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 27.00 feet, a radial bearing to said point bears South 67°54'19" West;

THENCE, southerly and easterly along said curve an arc distance of 42.41 feet through a central angle of 90°00'00" to a point on the Northerly Line of Sampson Avenue;

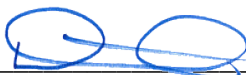
THENCE South 67°53'59" West 140.55 feet along said Northerly Line;

THENCE North 70°09'18" West 32.93 feet to a point on the Easterly Line of McKinley Street;

THENCE, northwesterly along said Easterly Line, North 33°36'21" West 175.04 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.738 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B2.



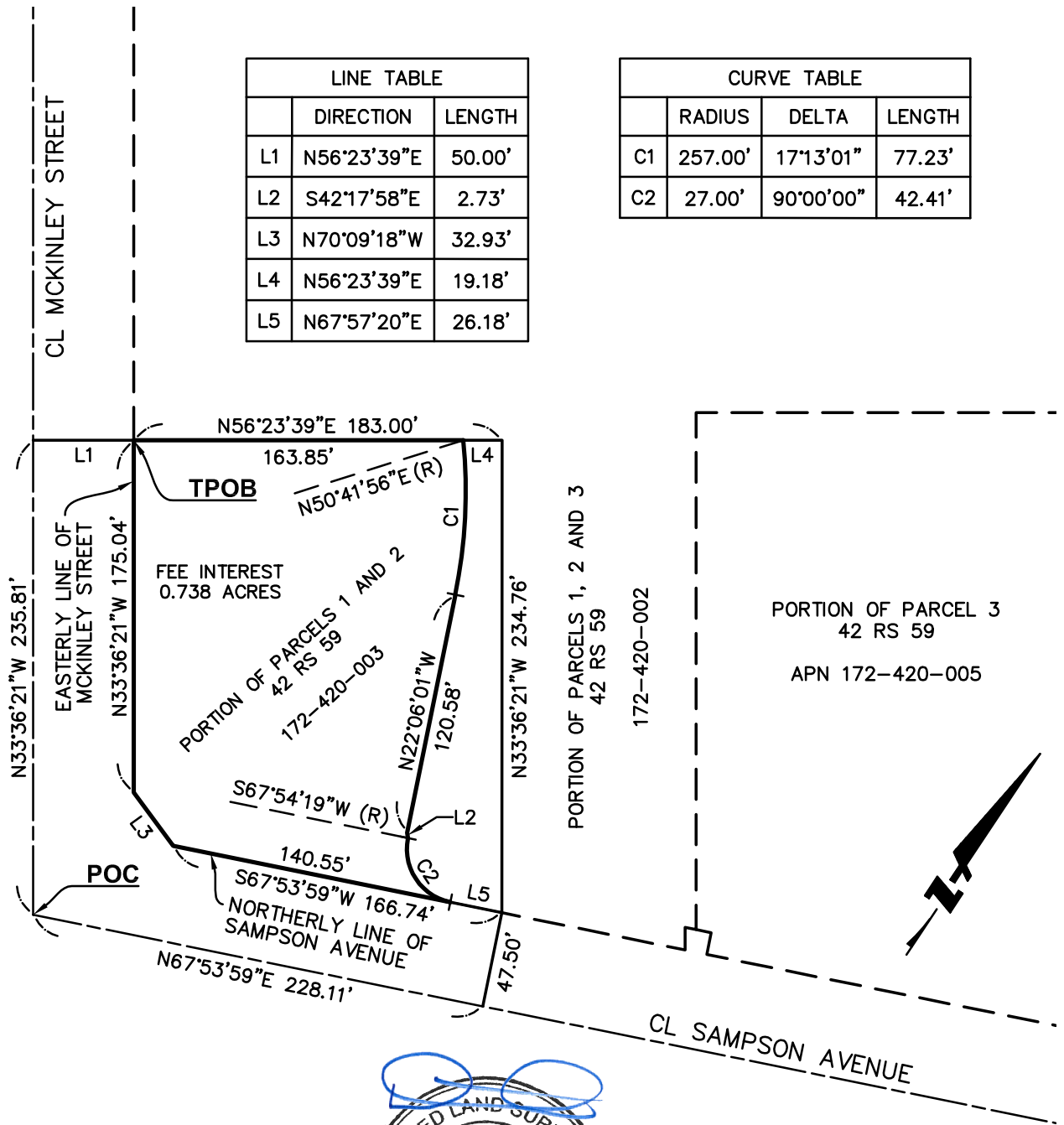
Davis Thresh, P.L.S. No. 6868

1/28/2020
Dated



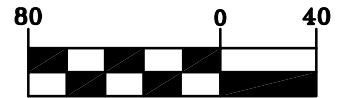
EXHIBIT B2

FEE INTEREST



LEGEND

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- = EXISTING PARCEL BOUNDARY
- - - = ADJACENT PARCEL BOUNDARY
- - - = CENTERLINE OF ROAD



(SCALE IN FEET)

CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject FEE INTEREST
APN 172-420-003
Job No. 20180990
By NP Date 1/28/20 Chkd WS
SHEET 1 OF 1

EXHIBIT B

PERMANENT INGRESS/EGRESS EASEMENT INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN'S: 172-420-002, 172-420-003, 172-420-004, 172-420-005
PARCEL ID'S: MSGS-02A, MSGS-02B
COMMERCIAL PROPERTY

The construction of the McKinley Grade Separation Project ("Project") severs existing ingress/egress/access rights associated with the perpetual easement over and across the real property described as Parcel 2 in the Corporation Grant Deed from Harker Development Corporation, a California corporation, to Shell Oil Company, a Delaware corporation, recorded June 8, 1965 as Instrument Number 66080 in the office of the Riverside County Recorder, State of California. The existing perpetual easement as described in said Parcel 2 provides legal access from McKinley Street to the property owner of the real property as described as Parcel 1 in said Instrument Number 66080. The City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the "City") in connection with the Project is acquiring a non-exclusive permanent easement for ingress, egress, and access purposes ("Easement"), over, above, on, within, across, along, about and through the land described in Exhibit "C-1" and depicted in Exhibit "C-2", in each case, incorporated herein by reference ("Easement Area").

Within the Easement Area, rights acquired shall include ingress, egress, and access (collectively, "Ingress/Egress Rights") to the real property as described in the legal description attached hereto as Exhibit "C-3" and depicted or illustrated on the map or drawing attached hereto as Exhibit "C-4" and, in each case, incorporated herein by reference ("Ingress/Egress Property"). Ingress/Egress Rights shall include all vehicular and pedestrian ingress, egress, and access necessary for the operation of a gas station, including, but not limited to:

- 1) Vehicular access for customers and employees;
- 2) Trucks and delivery vans from vendors, suppliers, and maintenance/repair contractors; and
- 3) Fuel tanker delivery semi-truck and trailers to supply gasoline and other fuel.

The right of way limits for a future roadway facility to be built as part of the Project is described in Exhibit "C-5" and depicted or illustrated on the map or drawing attached hereto as Exhibit "C-6" and, in each case, incorporated herein by reference ("Connector Road").

Easement Provisions:

- The City expressly reserves the right to convey, transfer or assign the easement rights subject to the same rights and limitations described herein.
- This Easement shall be subject to only use of access through, across, over, along and on all legal driveways and points of access from the Connector Road to be built with the Project and any future development, construction, building, installation, location, placement, and repairs to the Connector Road by the property owner, both current and heirs, successors and assigns, of the Easement Area and Ingress/Egress Property.
- Not including depreciation caused through normal use of the Easement, the beneficiary of the Easement shall perform all remedies and curative measures, repairing said improvements to existing conditions or better within the Easement Area in a reasonable

time frame at their expense should they or their employees, agents, and representatives cause damage due to gross negligence or willful misconduct. Said remedies and curative measures shall be performed by the beneficiary of the Easement following all current laws, including securing permits and approvals from appropriate jurisdiction agencies.

- The property owner, including its heirs, successors and assigns, of the Easement Area shall maintain a perpetual 24-foot-wide paved access area to the Ingress/Egress Property from the Connector Road. This paved area shall be free and clear of obstructions.
- The property owner, including its employees, agents, representatives, contractors, successors and assigns, shall not use this Easement in any manner that would impede, obstruct, or restrict the City's rights as defined herein, including without limitation, landscaping of the type that would prohibit or restrict reasonable pedestrian and vehicular access.
- This Easement and the rights and obligations therein shall run with the land and accrue to the benefit of and be binding upon and/or inure to the benefit of the City's and the property owner's respective heirs, successors and assigns. The Easement granted herein burdens the property owner of the Easement Area, and cannot be transferred separately from, or severed from title to it. No other easement or easements shall be granted on, under or over impairing or restricting the use of the Easement without prior written consent by the beneficiary of this Easement.

EXHIBIT C1
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF PARCELS 1, 2 AND 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF ALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 171.61 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 56° 23' 39" WEST AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 275.43 FEET TO A POINT 5.50 FEET EASTERLY MEASURED AT RIGHT ANGLE TO THE WESTERLY LINE OF SAID PARCEL 3; THENCE SOUTH 33° 36' 21" EAST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, A DISTANCE OF 256.89 FEET; THENCE SOUTH 67° 53' 59" WEST AND PARALLEL WITH THE CENTERLINE OF SAMPSON AVENUE, A DISTANCE OF 5.61 FEET; THENCE SOUTH 33° 36' 21" EAST, A DISTANCE OF 11.23 FEET TO A POINT ON THE NORTHERLY LINE OF SAMPSON AVENUE, SAID NORTHERLY LINE BEING 47.50 FEET NORTHERLY AND PARALLEL TO THE CENTERLINE OF SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 92.84 FEET; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, A DISTANCE OF 234.76 FEET; THENCE SOUTH 56° 23' 39" WEST AND PARALLEL WITH THE NORTHERLY LINE OF PARCEL 2 OF SAID RECORD OF SURVEY, A DISTANCE OF 183.00 FEET TO A POINT ON THE EASTERLY LINE OF MCKINLEY STREET, SAID EASTERLY LINE BEING 50.00 FEET EASTERLY AND PARALLEL TO THE CENTERLINE OF MCKINLEY STREET; THENCE NORTH 33° 36' 21" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 220.34 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO EQUILON ENTERPRISES, LLC BY DEED RECORDED AUGUST 5, 1998 AS INSTRUMENT NO. 325460 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 56° 23' 39" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL CONVEYED TO EQUILON ENTERPRISES, LLC, A DISTANCE OF 135.00 FEET; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, ALONG THE EASTERLY LINE OF SAID PARCEL CONVEYED TO EQUILON ENTERPRISES, LLC, A DISTANCE OF 202.86 FEET TO A POINT ON THE SOUTHERLY LINE OF STATE HIGHWAY 91; THENCE NORTH 52° 49' 49" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 203.82 FEET; THENCE NORTH 59° 26' 29" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 216.58 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1 OF SAID RECORD OF SURVEY; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 410.64 FEET TO THE **POINT OF BEGINNING**.

PARCEL B:

THAT PORTION OF PARCEL 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, AS DISTANCE OF 171.61 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 324.22 FEET TO A POINT ON THE NORTH LINE OF SAMPSON

EXHIBIT C1
LEGAL DESCRIPTION
(Continued)

AVENUE, SAID NORTHERLY LINE BEING 47.50 FEET NORTHERLY AND PARALLEL TO THE CENTERLINE OF SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 275.85 FEET; THENCE NORTH 22° 06' 01" WEST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 67° 53' 59", A DISTANCE OF 7.63 FEET TO A POINT ON A LINE 5.50 FEET EASTERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 256.89 FEET; THENCE NORTH 56° 23' 39" EAST AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 275.43 FEET TO THE **POINT OF BEGINNING**.

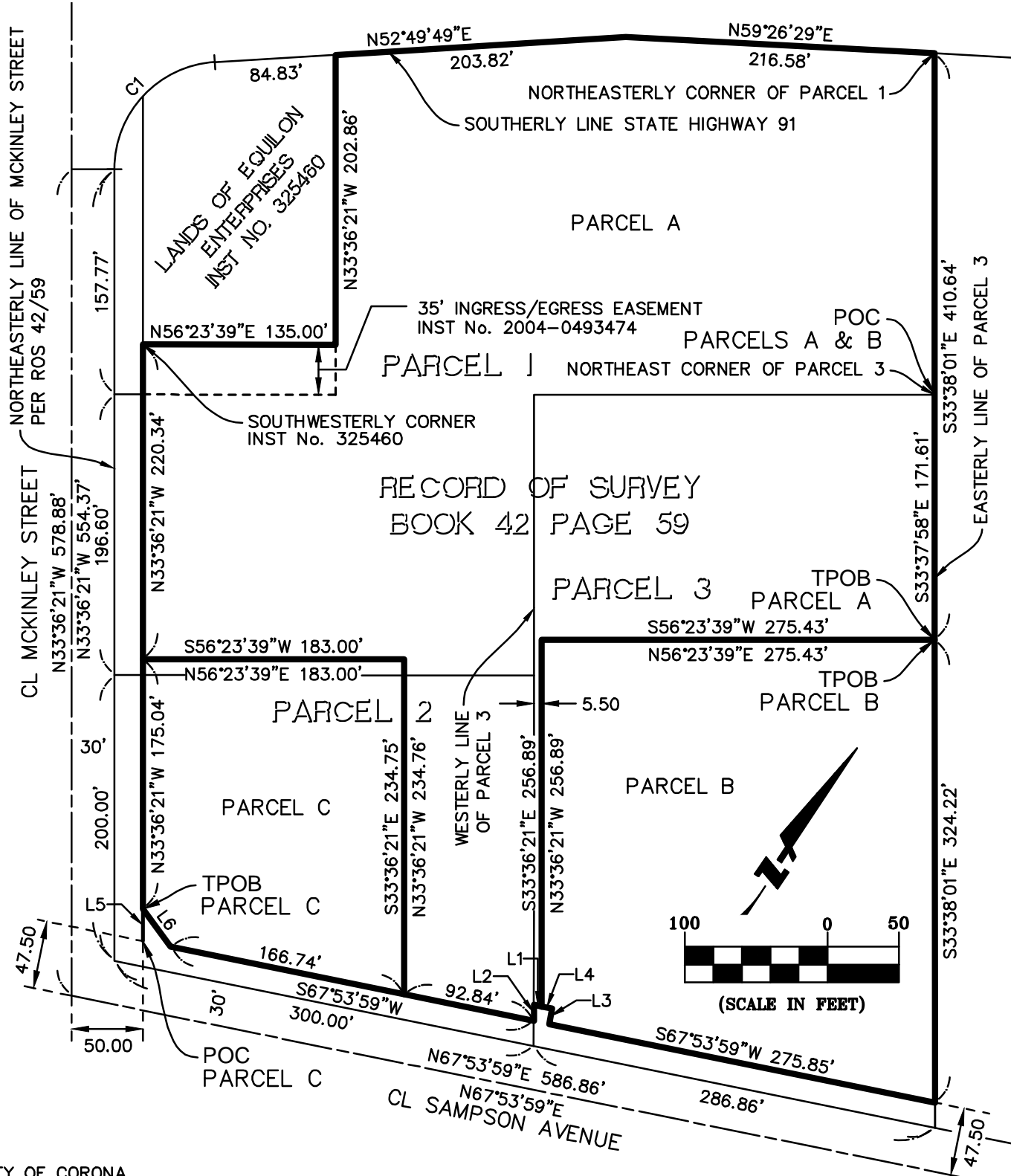
PARCEL C:

THAT PORTION OF PARCELS 1 AND 2 OF A RECORD OF SURVEY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE PARALLEL TO AND 50.00 FEET NORTHEASTERLY OF THE CENTERLINE OF MCKINLEY STREET WITH A LINE PARALLEL TO AND 47.50 FEET NORTHWESTERLY OF THE CENTERLINE OF SAMPSON AVENUE, AS SAID STREETS ARE SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 33° 36' 21" WEST, PARALLEL TO SAID CENTERLINE OF MCKINLEY STREET 22.45 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 33° 36' 21" WEST, 175.04 FEET; THENCE AT RIGHT ANGLES NORTH 56° 23' 39" EAST, 183.00 FEET; THENCE SOUTH 33° 36' 21" EAST, PARALLEL TO SAID CENTERLINE OF MCKINLEY STREET 234.75 FEET TO SAID PARALLEL TO SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, 166.74 FEET; THENCE NORTH 70° 09' 18" WEST, 32.93 FEET TO THE **POINT OF BEGINNING**;

EXCEPT THEREFROM THE INTEREST CONVEYED TO THE CITY OF CORONA BY DEED RECORDED OCTOBER 30, 1991 AS INSTRUMENT NO. 376420 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT C2
INGRESS/EGRESS PROPERTY



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-2



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject INGRESS/EGRESS PROPERTY

Job No. 20180990

By NP Date 1/28/20 Chkd. DT

SHEET 1 OF 2

EXHIBIT C2
INGRESS/EGRESS PROPERTY

LINE TABLE		
	DIRECTION	LENGTH
L1	S67°53'59"W	5.61'
L2	S33°36'21"E	11.23'
L3	N22°06'01"W	11.00'
L4	S67°53'59"W	7.63'
L5	N33°36'21"W	22.45'
L6	N70°09'18"W	32.93'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	75.00'	86°26'10"	113.14'

LEGEND

POC= POINT OF COMMENCEMENT
 TPOB= TRUE POINT OF BEGINNING
 — = LIMITS OF DESCRIPTION
 — = ROS 42/59 BOUNDARY
 --- = CENTERLINE OF ROAD
 --- = PARCEL 2 INGRESS/EGRESS EASEMENT



CITY OF CORONA
 RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-2



4675 MACARTHUR COURT
 SUITE 400
 NEWPORT BEACH, CA 92660
 949-526-8460
 949-526-8499 (FAX)

Subject INGRESS/EGRESS PROPERTY
 Job No. 20180990
 By NP Date 1/28/20 Chkd. DT
 SHEET 2 OF 2

EXHIBIT C3
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF PARCEL 1, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 59 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF PARCEL 3, SHOWN ON SAID RECORD OF SURVEY, WITH THE NORTHEASTERLY LINE OF MCKINLEY STREET, 60 FEET WIDE, AS SHOWN THEREON; THENCE NORTH 33° 36' 21" WEST, 35 FEET ON SAID NORTHEASTERLY LINE OF MCKINLEY STREET; THENCE NORTH 56° 23' 39" EAST, 20 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 33° 36' 21" WEST, 173.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 75 FEET; THENCE NORTHERLY ON THE ARC OF SAID CURVE FROM A TANGENT BEARING NORTH 09° 13' 40" EAST, THROUGH A CENTRAL ANGLE OF 43° 35' 54" AND ARC DISTANCE OF 57.07 FEET; THENCE NORTH 52° 49' 34" EAST, 84.83 FEET; THENCE SOUTH 33° 36' 21" EAST, 202.90 FEET TO A POINT LOCATED NORTH 33° 36' 21" WEST, 35 FEET FROM THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF PARCEL 3, SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 56° 23' 39" WEST, 135 FEET ON A LINE PARALLEL WITH AND 35 FEET NORTHWESTERLY OF SAID EXTENSION TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY OIL, GAS, AND OTHER MINERALS (INCLUDING, WITHOUT LIMITATION, HELIUM, LIGNITE, SULFUR, PHOSPHATE AND OTHER SOLID, LIQUID AND GASEOUS SUBSTANCES), REGARDLESS OF THE NATURE THEREOF AND WHETHER SIMILAR OR DISSIMILAR BUT ONLY TO THE EXTENT ANY OF THE FOREGOING IS IN ITS NATURAL STATE AND NATURAL LOCATION AND NOT SUBJECT TO THE DOMINION AND CONTROL OF ANY PERSON, AND, UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO GRANTEE, THE RIGHT TO EXPLORE FOR, DEVELOP AND PRODUCE SAME, AS WELL AS THE RIGHT TO LEASE SUCH PORTION OF THE PROPERTY HEREBY RESERVED FOR SUCH PURPOSES, AND ALL MINERAL AND ROYALTY RIGHTS WHATSOEVER IN, ON, UNDER AND PERTAINING TO THE PROPERTY; BUT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE NO RIGHT TO USE, OR RIGHT OF INGRESS TO OR EGRESS FROM ANY PART OF THE SURFACE OF THE PROPERTY FOR EXPLORATION AND PRODUCING PURPOSES, EXCEPT WITH RESPECT TO (I) CURRENT ACTIVITIES AT AND ANY EXISTING CONTRACTUAL OR LEASEHOLD RIGHTS GRANTED TO THIRD PARTIES AND (II) ANY ADDITIONAL ACTIVITIES WHICH HAVE BEEN CONSENTED TO IN WRITING BY GRANTEE, WHOSE CONSENT SHALL NOT BE UNREASONABLY WITHHELD, AS RESERVED BY DEED RECORDED JUNE 25, 2004 AS INSTRUMENT NO. 2004-0493473 OF OFFICIAL RECORDS.

PARCEL 2:

A PERPETUAL EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED LAND ADJOINING THE PREMISES ON THE SOUTHEAST:

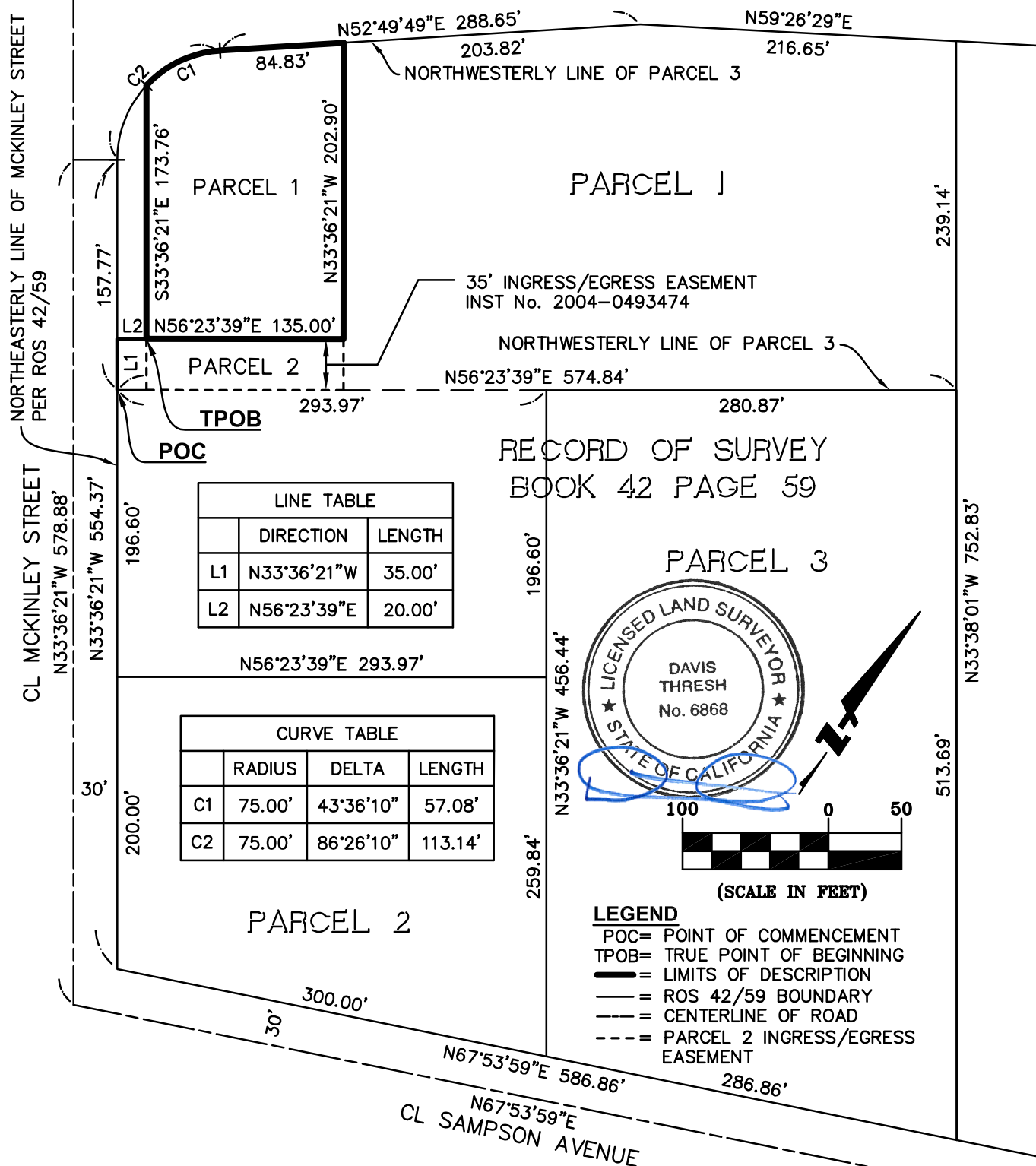
THAT PORTION OF PARCEL 1, SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 59, RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

EXHIBIT C3
LEGAL DESCRIPTION
(Continued)

THE NORTHEASTERLY 135 FEET OF THE SOUTHWESTERLY 155 FEET OF THE SOUTHEASTERLY 35 FEET OF THAT PORTION OF PARCEL 1 SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 42, PAGE 59, RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, LYING NORTHWESTERLY OF THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF PARCEL 3 AS SHOWN ON SAID RECORD OF SURVEY.

TO BE USED IN COMMON WITH GRANTOR AND FOR INGRESS AND EGRESS TO AND FROM THE PREMISES BY SHELL AND ITS SUBLESSEES AND ITS OR THEIR LICENSEES AND INVITEES WITH THE RIGHT IN SHELL TO INSTALL DRIVEWAYS, AREA LIGHTERS, PAVE THE EASEMENT AREA FOR DRIVEWAY PURPOSES, INSTALL ANY NECESSARY DRAINAGE STRUCTURE TO DRAIN SAID EASEMENT AREA AND NEITHER GRANTOR NOR SHELL EVER TO CAUSE OR PERMIT ANY OBSTRUCTION OF THE EASEMENT AREA OR ACCESS THERETO.

EXHIBIT C4 EASEMENT AREA



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-2



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject EASEMENT AREA

Job No. 20180990

By NP Date 1/28/20 Chkd. DT
SHEET 1 OF 1

EXHIBIT C5
LEGAL DESCRIPTION

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 235.81 feet;

THENCE, perpendicular, North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street and the **TRUE POINT OF BEGINNING**;

THENCE, northwesterly along said Easterly Line of McKinley Avenue, North 33°36'21" West 220.34 feet;

THENCE, perpendicular to and leaving said Easterly Line of McKinley Street, North 56°23'39" East 12.07 feet to a point of cusp with a non-tangent curve concave northerly, having a radius of 57.50 feet, the initial radial of which bears South 25°50'53" West;

THENCE, southeasterly along said curve an arc distance of 30.40 feet through a central angle of 30°17'25" to a point of reverse curvature with a curve, concave southwesterly, having a radius of 257.50 feet;

THENCE, southeasterly along said reverse curve, an arc distance of 189.44 feet through a central angle of 42°09'04";

THENCE South 48°18'49" East 10.00 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 257.00 feet, the initial radial of which bears North 39°56'00" East;

THENCE, southeasterly along said curve 48.29 feet through a central angle of 10°45'56";

THENCE continuing southeasterly along said curve an arc distance of 77.23 feet through an arc angle of 17°13'01";

THENCE, perpendicular to the Northerly Line of Sampson Avenue, South 22°06'01" East 120.58 feet;

THENCE South 42°17'58" East 2.73 feet to the beginning of a non-tangent curve, concave northerly, having a radius of 27.00 feet, a radial bearing to said point bears South 67°54'19" West;

THENCE, southerly and easterly along said curve an arc distance of 42.41 feet through a central angle of 90°00'00" to a point on the Northerly Line of Sampson Avenue;

THENCE South 67°53'59" West 140.55 feet along said Northerly Line;

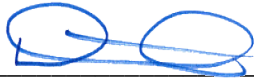
THENCE North 70°09'18" West 32.93 feet to a point on the Easterly Line of McKinley Street;

THENCE, northwesterly along said Easterly Line, North 33°36'21" West 175.04 feet to the **TRUE POINT OF BEGINNING**.

EXHIBIT C5
LEGAL DESCRIPTION
(Continued)

Containing 1.308 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit D6.



Davis Thresh, P.L.S. No. 6868

1/28/2020
Dated



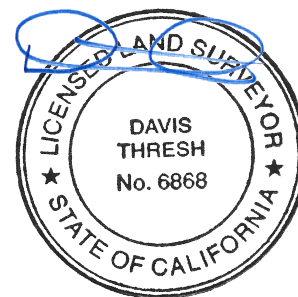
CONNECTOR ROAD



EXHIBIT C6
CONNECTOR ROAD

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L1	S42°17'58"E	2.73'
L2	N56°23'39"E	12.07'
L3	S48°18'49"E	10.00'
L4	S22°06'01"E	120.58'
L6	S67°53'59"W	140.56'
L7	N70°09'18"W	32.93'
L8	N22°06'01"W	11.00'
L9	S67°53'59"W	7.63'
L10	S67°53'59"W	5.61'

LINE TABLE			
	DIRECTION	LENGTH	
L11	S33°36'21"E	11.23'	
L12	S67°53'59"W	92.84'	
CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	57.50'	30°17'25"	30.40'
C2	257.50'	42°09'04"	189.44'
C3	257.00'	10°45'56"	48.29'
C4	257.00'	17°13'01"	77.23'
C5	27.00'	90°00'00"	42.41'
C6	75.00'	43°36'10"	57.08'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-2



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject CONNECTOR ROAD

Job No. 20180990

By NP Date 1/28/20 Chkd. DT
SHEET 2 OF 2

EXHIBIT C

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-420-002
PARCEL ID: MSGS-02A
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “D1” is to be used for temporary construction purposes by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). The right of usage acquired for the non-exclusive temporary construction easement parcel described in Exhibit “D1” and depicted in Exhibit “D2” (“TCE”) attached hereto shall be for a period starting on January 24th, 2021 and end August 31, 2025 (“Term”). A portion of the temporary construction easement shall be exclusive throughout the Term and is depicted as General Exclusive Use Area in Exhibit “D3” (“TCE Exclusive Use Area”) attached hereto, unless explicitly mentioned in this cover letter all other portions of the temporary construction easement are non-exclusive use.

The City expressly reserves the right to convey, transfer or assign the TCE subject to the same rights and limitations described herein.

Work Description / Easement Provisions:

- The City’s work activities shall include:
 - Removal of asphalt, concrete curbs, landscaping, and other features as required for the Project.
 - Establish a staging area to construct a bridge.
 - Construct sidewalks, curbs, gutters, retaining walls for a new connector road from Sampson Avenue to McKinley Street.
 - Reconfigure a portion of the parking lot adjacent to the new connector road.
 - Remove the driveway between the existing strip mall and Outback Steakhouse.
 - Minor re-grading of the parking lot area adjacent to new driveways along the new connector road.
 - Construct drainage improvements including storm drain pipes, inlets, and grates necessary to drain parking areas/drive aisles adjacent to the new connector road.
- Thirty-seven (37) total parking stalls immediately adjacent to the strip mall will be temporarily impacted during the Construction Period of the adjacent driveway and grading/drainage improvements. Construction will be phased to minimize this short-term loss of parking stalls. A minimum of 18 parking stalls in this area will be maintained at all times with sufficient access from either the new connector road or Sampson Avenue, and not more than 19 stalls will be out of service/inaccessible for each phase of this parking area construction. Each phase will occur for five (5) consecutive calendar days with both phases running consecutively for no more than ten (10) consecutive calendar days total to complete all drive aisle/parking reconfiguration by the City. During each five (5) consecutive calendar days periods, the use shall be exclusive. This area is depicted as Parking Exclusive Use Area in Exhibit “E3” attached hereto.

- Parking areas/drive aisles west of the drive aisle immediately adjacent to the strip mall will be fenced off and inaccessible during the Term. Other than noted immediately above, the City shall maintain access to the drive aisle and parking immediately adjacent to the strip mall from Sampson Avenue or the new connector road during construction of the Project.
- Between December 15, 2024 and July 15, 2025, northbound traffic along McKinley Street cannot access the subject property without using Project construction detour routes from McKinley Street to either Buchannon Street or Promenade Avenue then Sampson Avenue. Additionally, during this term traffic generated from the subject property cannot access McKinley Street without using Project construction detour routes from Sampson Avenue to Buchannon Street, Magnolia Avenue or Promenade Avenue then McKinley Street.
- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris.

EXHIBIT D1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 235.81 feet;

THENCE perpendicular North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street;

THENCE continuing North 56°23'39" East 163.84 feet to the **TRUE POINT OF BEGINNING**,

THENCE continuing North 56°23'39" East 19.18 feet;

THENCE South 33°36'21" East 234.76 feet to a point on the Northerly Line of Sampson Avenue;

THENCE North 67°53'59" East 27.55 feet along said Northerly Line;

THENCE North 33°36'21" West 43.64 feet;

THENCE South 56°23'39" West 20.22 feet;

THENCE North 33°36'21" West 397.94 feet;

THENCE South 56°23'39" West 19.97 feet;

THENCE North 33°36'21" West 19.01 feet;

THENCE South 56°23'39" West 157.74 feet to a point of cusp with a non-tangent curve concave northerly, having a radius of 57.50 feet, the initial radial of which bears South 25°50'53" West;

THENCE, southeasterly along said curve an arc distance of 30.40 feet through a central angle of 30°17'25" to a point of reverse curvature with a curve, concave southwesterly, having a radius of 257.50 feet;


THENCE, southeasterly along said reverse curve, an arc distance of 189.44 feet through a central angle of 42°09'04", a radial to said point bears North 37°42'31" East;

THENCE South 48°18'49" East 10.00 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 257.00 feet, the initial radial of which bears North 39°56'00" East;

THENCE, southeasterly along said curve 48.29 feet through a central angle of 10°45'56" to the **TRUE POINT OF BEGINNING**;

Containing 0.437 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit C2.



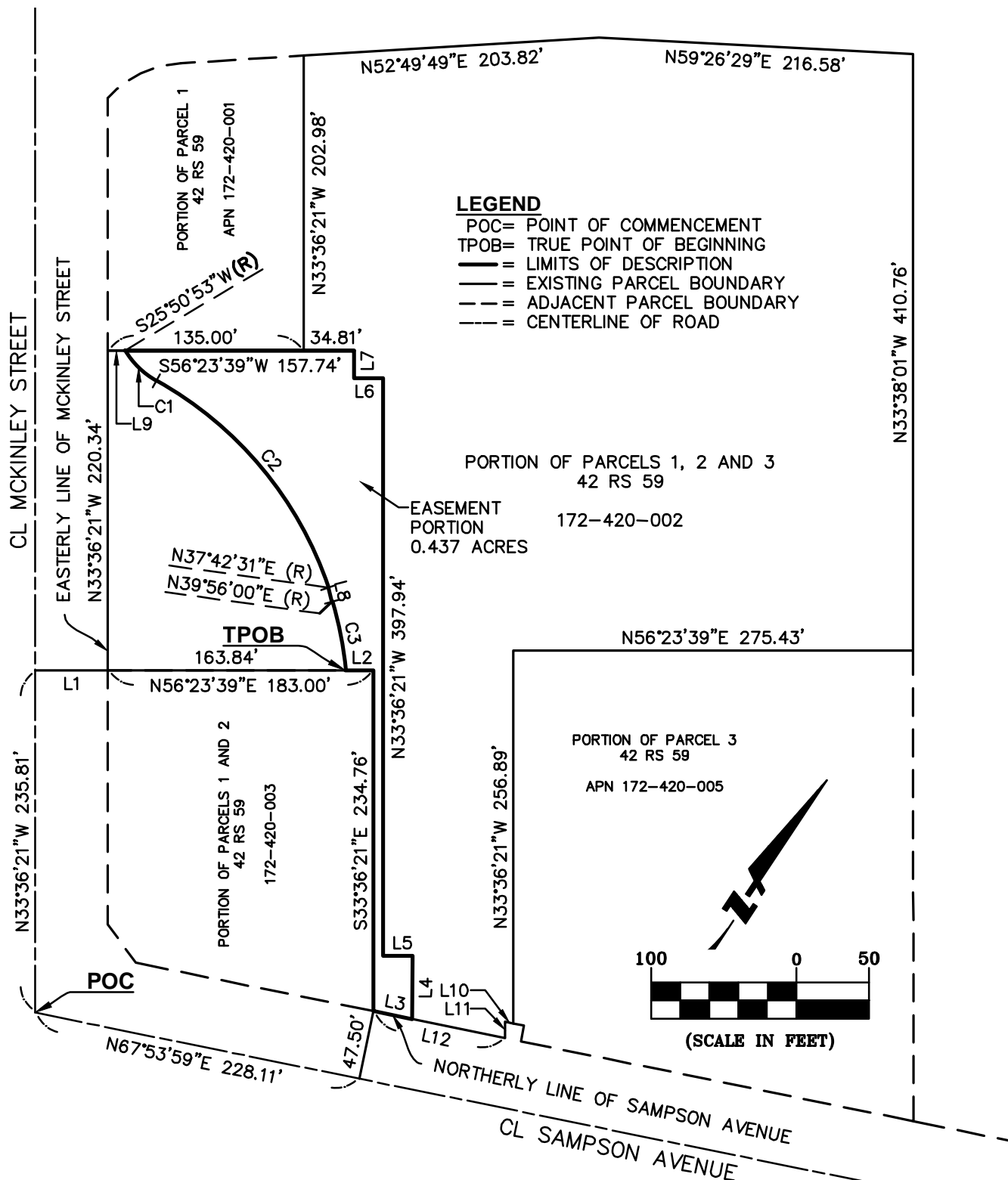
Davis Thresh, P.L.S. No. 6868

1/28/2020
Dated



EXHIBIT D2

TEMPORARY CONSTRUCTION EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

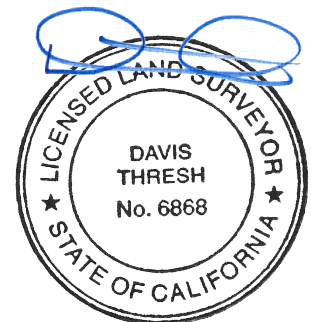
Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 172-420-002
Job No. 20180990
By NP Date 1/28/20 Chkd. DT
SHEET 1 OF 2

EXHIBIT D2
TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L2	S56°23'39"W	19.18'
L3	N67°53'59"E	27.55'
L4	N33°36'21"W	43.64'
L5	S56°23'39"W	20.22'
L6	S56°23'39"W	19.97'
L7	N33°36'21"W	19.01'
L8	S48°18'49"E	10.00'
L9	N56°23'39"E	135.00'

LINE TABLE		
	DIRECTION	LENGTH
L10	N67°53'59"E	5.61'
L11	N33°36'21"W	11.23'
L12	N67°53'59"E	92.84'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	57.50'	30°17'25"	30.40'
C2	257.50'	42°09'04"	189.44'
C3	257.00'	10°45'56"	48.29'



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



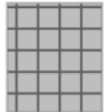
4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 172-420-002
Job No. 20180990
By NP Date 1/28/20 Chkd. DT
SHEET 2 OF 2

EXHIBIT D3
TCE EXCLUSIVE USE AREA



General Exclusive Use Area



MSGS-02A AREA = 9,250 SF
MSGS-02B AREA = 500 SF
Total Area = 9,750 SF

Parking Exclusive Use Area



MSGS-02A AREA = 11,750 SF
MSGS-02B AREA = 500 SF
Total Area = 12,250 SF

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 172-420-003
PARCEL ID: MSGS-02B
COMMERCIAL PROPERTY**

The parcel of land described in Exhibit “E1” is to be used for temporary construction purposes by City of Corona, a Municipal Corporation, and its employees, agents, representatives, contractors, successors and assigns (collectively, the “City”) in connection with the construction of the McKinley Grade Separation Project (“Project”). The right of usage acquired for the temporary construction easement parcel described in Exhibit “E1” and depicted in Exhibit “E2” (“TCE”) attached hereto shall be for a period starting on January 24th, 2021 and end August 31, 2025 (“Term”). A portion of the temporary construction easement shall be exclusive throughout the Term and is depicted as General Exclusive Use Area in Exhibit “E3” (“TCE Exclusive Use Area”) attached hereto, unless explicitly mentioned in this cover letter all other portions of the temporary construction easement are non-exclusive use.

The City expressly reserves the right to convey, transfer or assign the TCE subject to the same rights and limitations described herein.

Work Description / Easement Provisions:

- The City’s work activities shall include:
 - Removal of asphalt, concrete curbs, landscaping, and other features as required for the Project.
 - Establish a staging area to construct a bridge.
 - Construct sidewalks, curbs, gutters, retaining walls for a new connector road from Sampson Avenue to McKinley Street.
 - Reconfigure a portion of the parking lot adjacent to the new connector road.
 - Remove the driveway between the existing strip mall and Outback Steakhouse.
 - Minor re-grading of the parking lot area adjacent to new driveways along the new connector road.
 - Construct drainage improvements including storm drain pipes, inlets, and grates necessary to drain parking areas/drive aisles adjacent to the new connector road.
- Thirty-seven (37) total parking stalls immediately adjacent to the strip mall will be temporarily impacted during the Construction Period of the adjacent driveway and grading/drainage improvements. Construction will be phased to minimize this short-term loss of parking stalls. A minimum of 18 parking stalls in this area will be maintained at all times with sufficient access from either the new connector road or Sampson Avenue, and not more than 19 stalls will be out of service/inaccessible for each phase of this parking area construction. Each phase will occur for five (5) consecutive calendar days with both phases running consecutively for no more than ten (10) consecutive calendar days total to complete all drive aisle/parking reconfiguration by the City. During each five (5) consecutive calendar days periods, the use shall be exclusive. This area is depicted as Parking Exclusive Use Area in Exhibit “E3” attached hereto.

- Parking areas/drive aisles west of the drive aisle immediately adjacent to the strip mall will be fenced off and inaccessible during the Term. Other than noted immediately above, the City shall maintain access to the drive aisle and parking immediately adjacent to the strip mall from Sampson Avenue or the new connector road during construction of the Project.
- Between December 15, 2024 and July 15, 2025, northbound traffic along McKinley Street cannot access the subject property without using Project construction detour routes from McKinley Street to either Buchannon Street or Promenade Avenue then Sampson Avenue. Additionally, during this term traffic generated from the subject property cannot access McKinley Street without using Project construction detour routes from Sampson Avenue to Buchannon Street, Magnolia Avenue or Promenade Avenue then McKinley Street.
- The City shall maintain all existing drainage patterns during construction, including installation of temporary drainage facilities as necessary, such that drainage is not impeded on property or right of way.
- Reasonable pedestrian and vehicular access to the property shall be maintained.
- Improvements within the TCE area will be removed as needed by the City to allow for construction activities. Any improvements so removed will either be replaced in kind or included in the compensation paid by the City.
- Prior to the termination of the Construction Period, the City will remove from the TCE area all construction equipment including any temporary fence, temporary improvements, and all construction related debris.

EXHIBIT E1
LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

That portion of Parcels 1 and 2, in the City of Corona, County of Riverside, State of California, as shown by map on file in Book 42, Page 59 of Record of Survey, Records of Riverside County, more particularly described as follows:

COMMENCING at the intersection of the centerline of McKinley Street (102.00 feet wide) with the centerline of Sampson Avenue (77.50 feet wide);

THENCE northwesterly along said centerline of McKinley Street North 33°36'21" West 235.81 feet;

THENCE perpendicular North 56°23'39" East 50 feet to a point on the Easterly Line of McKinley Street;

THENCE continuing North 56°23'39" East 163.84 feet to the **TRUE POINT OF BEGINNING**,

THENCE continuing North 56°23'39" East 19.18 feet;

THENCE South 33°36'21" East 234.76 feet to a point on the Northerly Line of Sampson Avenue;

THENCE South 67°53'59" West 26.18 feet along said Northerly Line to a tangent curve, concave northerly, having a radius of 27.00 feet;

THENCE, southerly and northwesterly along said curve an arc distance of 42.41 feet through a central angle of 90°00'00", a radial bearing to said point bears South 67°54'19" West;

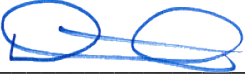
THENCE North 42°17'58" West 2.73 feet;

THENCE, perpendicular to the Northerly Line of Sampson Avenue, North 22°06'01" West 120.58 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 257.00 feet;

THENCE, northwesterly along said curve an arc distance of 77.23 feet through an arc angle of 17°13'01" to the **TRUE POINT OF BEGINNING**, a radial bearing to said point bears North 50°41'56" East.

Containing 0.165 square acres, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit C2.



Davis Thresh, P.L.S. No. 6868

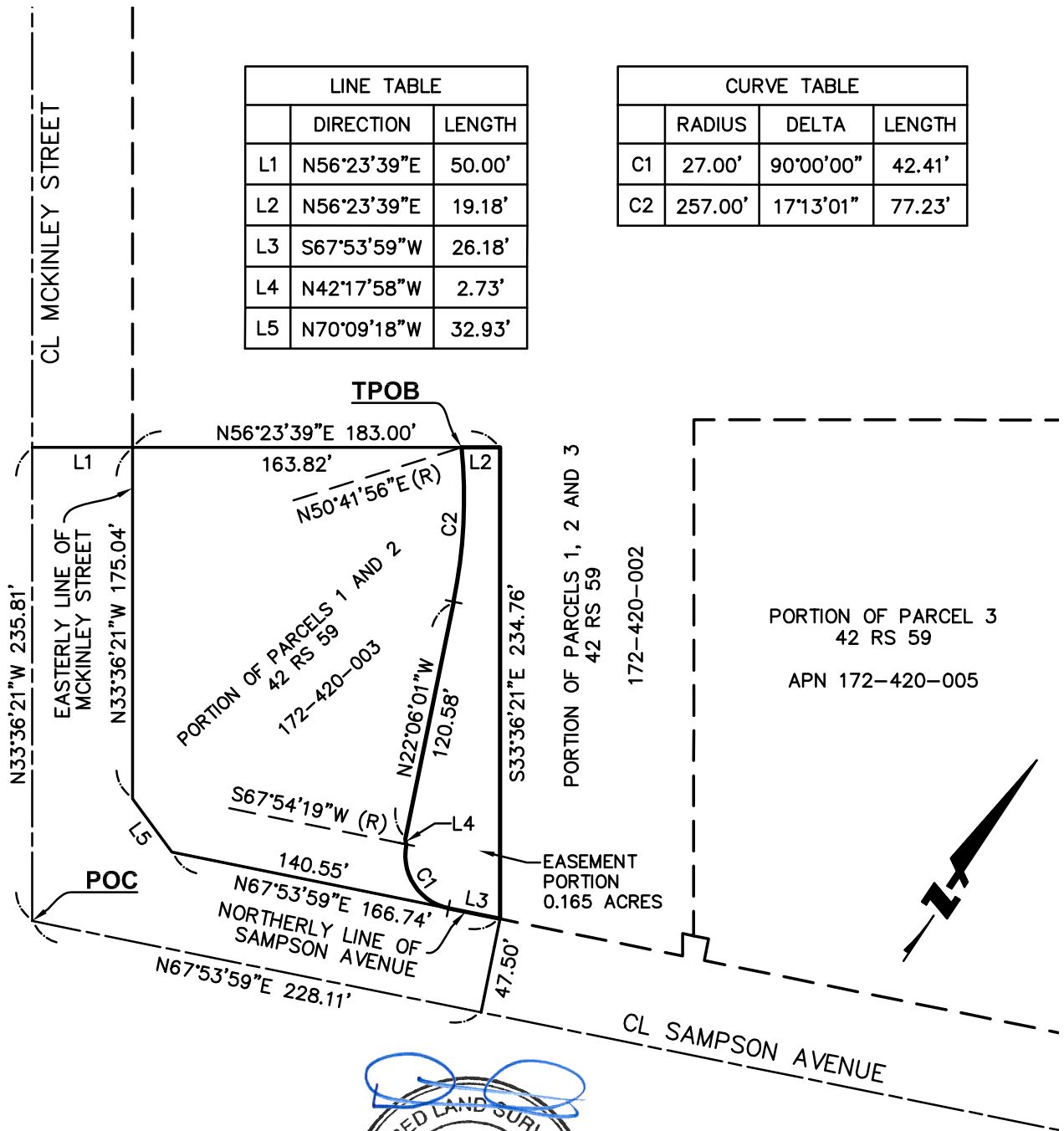
1/28/2020
Dated



EXHIBIT E2 **TEMPORARY CONSTRUCTION EASEMENT**

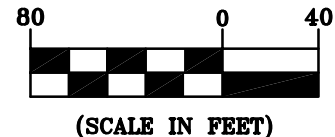
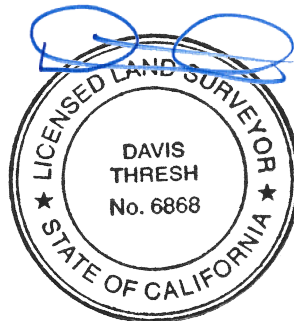
LINE TABLE		
	DIRECTION	LENGTH
L1	N56°23'39"E	50.00'
L2	N56°23'39"E	19.18'
L3	S67°53'59"W	26.18'
L4	N42°17'58"W	2.73'
L5	N70°09'18"W	32.93'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	27.00'	90°00'00"	42.41'
C2	257.00'	17°13'01"	77.23'



LEGEND

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- = LIMITS OF DESCRIPTION
- = EXISTING PARCEL BOUNDARY
- - - = ADJACENT PARCEL BOUNDARY
- - - = CENTERLINE OF ROAD



CITY OF CORONA
 RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-1



4675 MACARTHUR COURT
 SUITE 400
 NEWPORT BEACH, CA 92660
 949-526-8460
 949-526-8499 (FAX)

Subject TEMPORARY CONSTRUCTION
EASEMENT - APN 172-420-003
 Job No. 20180990
 By NP Date 1/28/20 Chkd WS
 SHEET 1 OF 1

EXHIBIT E3
TCE EXCLUSIVE USE AREA



General Exclusive Use Area
MSGS-02A AREA = 9,250 SF
MSGS-02B AREA = 500 SF
Total Area = 9,750 SF

Parking Exclusive Use Area
MSGS-02A AREA = 11,750 SF
MSGS-02B AREA = 500 SF
Total Area = 12,250 SF

EXHIBIT D

INTERMITTENT PARKING AREA INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN'S: 172-420-002, 172-420-003, 172-420-004, 172-420-005
PARCEL ID'S: MSGS-02A, MSGS-02B
COMMERCIAL PROPERTY

During the construction of the McKinley Grade Separation Project ("Project"), parking outside of existing temporary construction or fee acquisition interests acquired by the City from the subject property owner for the Project will occur within a portion of the land described in Exhibit "F-1" and depicted in Exhibit "F-2", in each case, incorporated herein by reference ("Intermittent Parking Area Property"). The specific location of where parking occurred within the Intermittent Parking Area Property is depicted in Exhibit "F-3" ("Intermittent Parking Area"). Parking within the Intermittent Parking Area commenced on July 1, 2023 and ended August 31, 2025 ("Intermittent Parking Area Term"). The City and or assigns, successors, contractors, and other Project personnel occupied no more than eight (8) parking stalls of the fifty-nine (59) parking stalls within the Intermittent Parking Area throughout the Intermittent Parking Area Term.

EXHIBIT F1
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF PARCELS 1, 2 AND 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF ALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 171.61 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 56° 23' 39" WEST AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 275.43 FEET TO A POINT 5.50 FEET EASTERLY MEASURED AT RIGHT ANGLE TO THE WESTERLY LINE OF SAID PARCEL 3; THENCE SOUTH 33° 36' 21" EAST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, A DISTANCE OF 256.89 FEET; THENCE SOUTH 67° 53' 59" WEST AND PARALLEL WITH THE CENTERLINE OF SAMPSON AVENUE, A DISTANCE OF 5.61 FEET; THENCE SOUTH 33° 36' 21" EAST, A DISTANCE OF 11.23 FEET TO A POINT ON THE NORTHERLY LINE OF SAMPSON AVENUE, SAID NORTHERLY LINE BEING 47.50 FEET NORTHERLY AND PARALLEL TO THE CENTERLINE OF SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 92.84 FEET; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, A DISTANCE OF 234.76 FEET; THENCE SOUTH 56° 23' 39" WEST AND PARALLEL WITH THE NORTHERLY LINE OF PARCEL 2 OF SAID RECORD OF SURVEY, A DISTANCE OF 183.00 FEET TO A POINT ON THE EASTERLY LINE OF MCKINLEY STREET, SAID EASTERLY LINE BEING 50.00 FEET EASTERLY AND PARALLEL TO THE CENTERLINE OF MCKINLEY STREET; THENCE NORTH 33° 36' 21" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 220.34 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO EQUILON ENTERPRISES, LLC BY DEED RECORDED AUGUST 5, 1998 AS INSTRUMENT NO. 325460 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE NORTH 56° 23' 39" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL CONVEYED TO EQUILON ENTERPRISES, LLC, A DISTANCE OF 135.00 FEET; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE CENTERLINE OF MCKINLEY STREET, ALONG THE EASTERLY LINE OF SAID PARCEL CONVEYED TO EQUILON ENTERPRISES, LLC, A DISTANCE OF 202.86 FEET TO A POINT ON THE SOUTHERLY LINE OF STATE HIGHWAY 91; THENCE NORTH 52° 49' 49" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 203.82 FEET; THENCE NORTH 59° 26' 29" EAST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 216.58 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1 OF SAID RECORD OF SURVEY; THENCE SOUTH 33° 38' 01" EAST, ALONG THE EASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 410.64 FEET TO THE **POINT OF BEGINNING**.

PARCEL B:

THAT PORTION OF PARCEL 3, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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EXHIBIT F1
LEGAL DESCRIPTION
(Continued)

AVENUE, SAID NORTHERLY LINE BEING 47.50 FEET NORTHERLY AND PARALLEL TO THE CENTERLINE OF SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 275.85 FEET; THENCE NORTH 22° 06' 01" WEST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 67° 53' 59", A DISTANCE OF 7.63 FEET TO A POINT ON A LINE 5.50 FEET EASTERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 256.89 FEET; THENCE NORTH 56° 23' 39" EAST AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 275.43 FEET TO THE **POINT OF BEGINNING**.

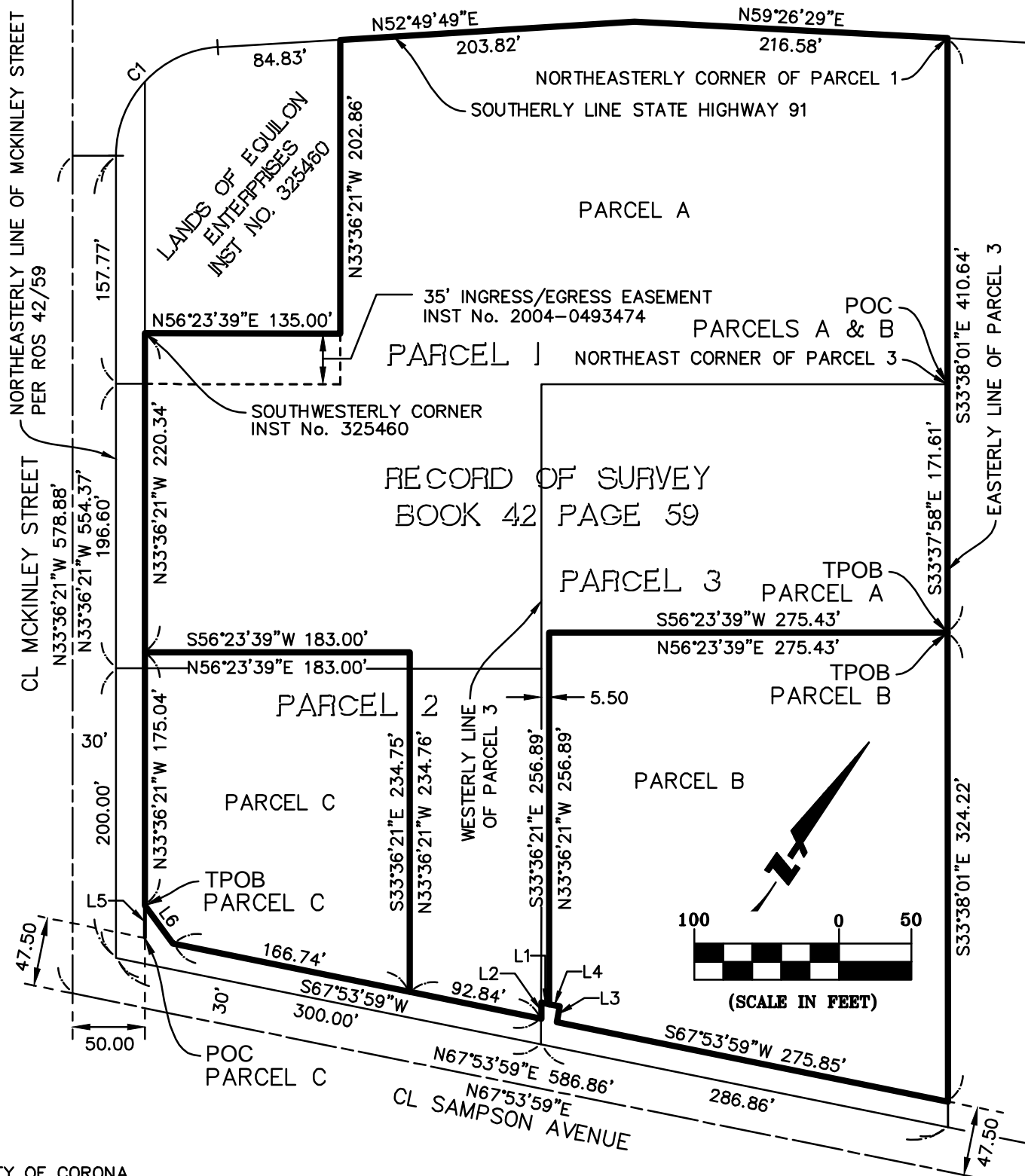
PARCEL C:

THAT PORTION OF PARCELS 1 AND 2 OF A RECORD OF SURVEY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE PARALLEL TO AND 50.00 FEET NORTHEASTERLY OF THE CENTERLINE OF MCKINLEY STREET WITH A LINE PARALLEL TO AND 47.50 FEET NORTHWESTERLY OF THE CENTERLINE OF SAMPSON AVENUE, AS SAID STREETS ARE SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH 33° 36' 21" WEST, PARALLEL TO SAID CENTERLINE OF MCKINLEY STREET 22.45 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 33° 36' 21" WEST, 175.04 FEET; THENCE AT RIGHT ANGLES NORTH 56° 23' 39" EAST, 183.00 FEET; THENCE SOUTH 33° 36' 21" EAST, PARALLEL TO SAID CENTERLINE OF MCKINLEY STREET 234.75 FEET TO SAID PARALLEL TO SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, 166.74 FEET; THENCE NORTH 70° 09' 18" WEST, 32.93 FEET TO THE **POINT OF BEGINNING**;

EXCEPT THEREFROM THE INTEREST CONVEYED TO THE CITY OF CORONA BY DEED RECORDED OCTOBER 30, 1991 AS INSTRUMENT NO. 376420 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXHIBIT F2
INTERMITTENT PARKING
AREA PROPERTY



PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-2



4675 MACARTHUR COURT
 SUITE 400
 NEWPORT BEACH, CA 92660
 949-526-8460
 949-526-8499 (FAX)

Subject INGRESS/EGRESS PROPERTY

Job No. 20180990

By NP Date 1/28/20 Chkd. DT

SHEET 1 OF 2

EXHIBIT F2
INTERMITTENT PARKING
AREA PROPERTY

LINE TABLE		
	DIRECTION	LENGTH
L1	S67°53'59"W	5.61'
L2	S33°36'21"E	11.23'
L3	N22°06'01"W	11.00'
L4	S67°53'59"W	7.63'
L5	N33°36'21"W	22.45'
L6	N70°09'18"W	32.93'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	75.00'	86°26'10"	113.14'

LEGEND

POC= POINT OF COMMENCEMENT
TPOB= TRUE POINT OF BEGINNING
— = LIMITS OF DESCRIPTION
— = ROS 42/59 BOUNDARY
--- = CENTERLINE OF ROAD
--- = PARCEL 2 INGRESS/EGRESS
EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-2



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject INGRESS/EGRESS PROPERTY
Job No. 20180990
By NP Date 1/28/20 Chkd. DT
SHEET 2 OF 2

EXHIBIT F3
INTERMITTENT PARKING AREA



Intermittent Parking Area

Total Area: 20,000 SF

Number of Total Stalls: 59 Stalls

Maximum Stalls Consecutively Used: Up to 8

EXHIBIT E

**IMPAIRED IRRIGATION AREA INTERESTS
ATTACHMENT TO LEGAL DESCRIPTION
APN'S: 172-420-002, 172-420-003, 172-420-004, 172-420-005
PARCEL ID'S: MSGS-02A, MSGS-02B
COMMERCIAL PROPERTY**

The construction of the McKinley Grade Separation Project ("Project") severs an existing irrigation system within a portion of the land described in Exhibit "G-1" and depicted in Exhibit "G-2", in each case, incorporated herein by reference ("Impaired Irrigation Area Property"). The existing irrigation system was severed as of July 1, 2021 inadvertently during demolition of existing buildings within new fee area acquired by the City from the subject property for the Project in conflict with Project improvements, and was restored fully operational as of May 1, 2025 ("Impaired Irrigation Area Term"). The area impaired by the severed irrigation line is depicted in Exhibit "G-3" ("Impaired Irrigation Area"), the City will compensate the owner for market value to replace existing planting damaged within the Impaired Irrigation Area as a result of the severed irrigation system throughout the Impaired Irrigation Term.

EXHIBIT G1
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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PARCEL B:

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EXHIBIT G1
LEGAL DESCRIPTION
(Continued)

AVENUE, SAID NORTHERLY LINE BEING 47.50 FEET NORTHERLY AND PARALLEL TO THE CENTERLINE OF SAMPSON AVENUE; THENCE SOUTH 67° 53' 59" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 275.85 FEET; THENCE NORTH 22° 06' 01" WEST, A DISTANCE OF 11.00 FEET; THENCE SOUTH 67° 53' 59", A DISTANCE OF 7.63 FEET TO A POINT ON A LINE 5.50 FEET EASTERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3; THENCE NORTH 33° 36' 21" WEST AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 256.89 FEET; THENCE NORTH 56° 23' 39" EAST AND PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 275.43 FEET TO THE **POINT OF BEGINNING**.

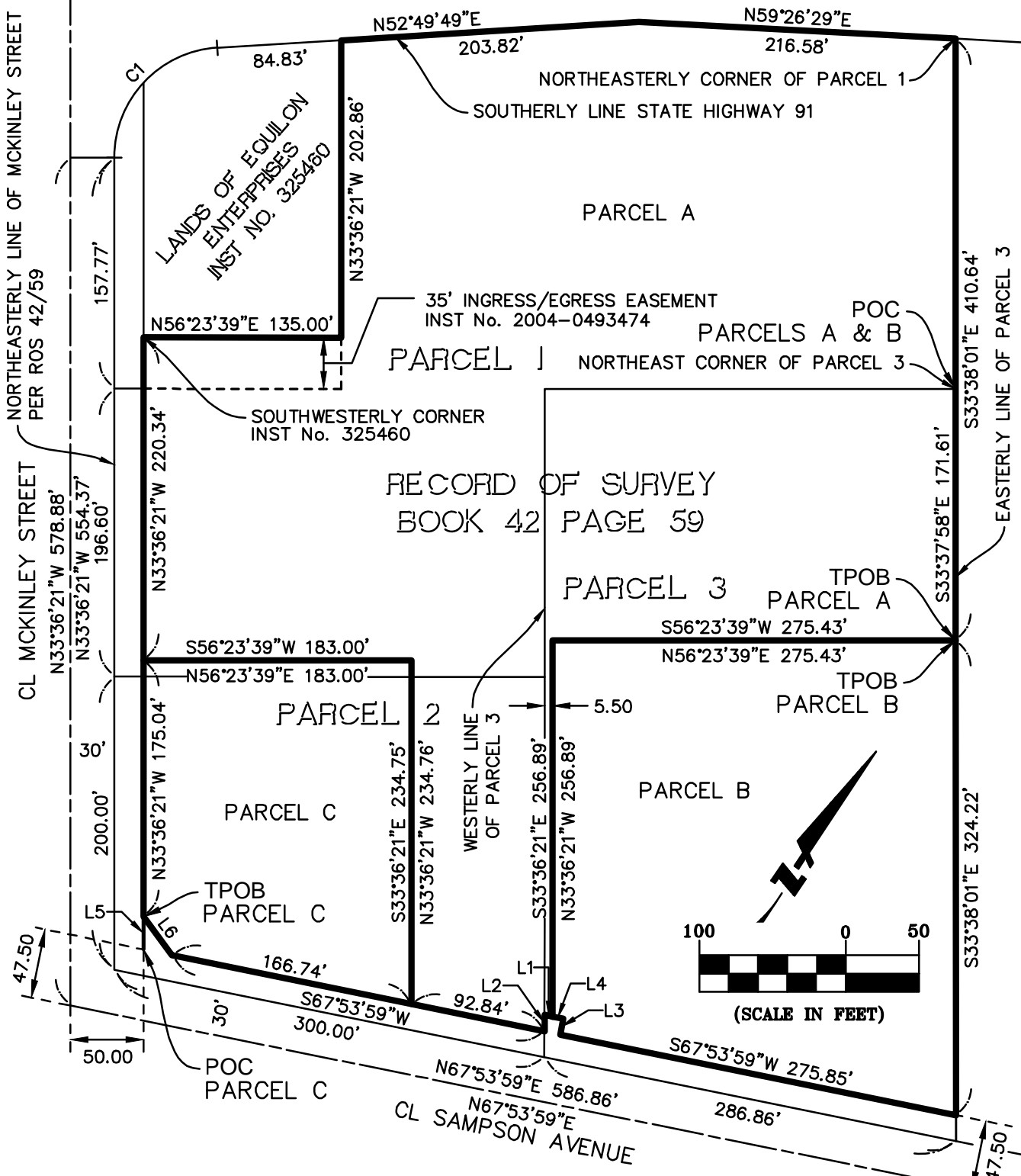
PARCEL C:

THAT PORTION OF PARCELS 1 AND 2 OF A RECORD OF SURVEY, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 42, PAGE 59 OF RECORD OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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EXCEPT THEREFROM THE INTEREST CONVEYED TO THE CITY OF CORONA BY DEED RECORDED OCTOBER 30, 1991 AS INSTRUMENT NO. 376420 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

IMPAIRED IRRIGATION AREA PROPERTY



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

PLAT TO ACCOMPANY LEGAL DESCRIPTION - REV-2



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject INGRESS/EGRESS PROPERTY

Job No. 20180990

By NP Date 1/28/20 Chkd. DT

SHEET 1 OF 2

EXHIBIT G2 **IMPAIRED IRRIGATION AREA PROPERTY**

LINE TABLE		
	DIRECTION	LENGTH
L1	S67°53'59"W	5.61'
L2	S33°36'21"E	11.23'
L3	N22°06'01"W	11.00'
L4	S67°53'59"W	7.63'
L5	N33°36'21"W	22.45'
L6	N70°09'18"W	32.93'

CURVE TABLE			
	RADIUS	DELTA	LENGTH
C1	75.00'	86°26'10"	113.14'

LEGEND

POC= POINT OF COMMENCEMENT
TPOB= TRUE POINT OF BEGINNING
— = LIMITS OF DESCRIPTION
— = ROS 42/59 BOUNDARY
--- = CENTERLINE OF ROAD
--- = PARCEL 2 INGRESS/EGRESS
EASEMENT



CITY OF CORONA
RIVERSIDE COUNTY, CALIFORNIA

| PLAT TO ACCOMPANY LEGAL DESCRIPTION – REV-2



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject INGRESS/EGRESS PROPERTY
Job No. 20180990
By NP Date 1/28/20 Chkd. DT
SHEET 2 OF 2

EXHIBIT G3
IMPAIRED IRRIGATION AREA



Limits of Fee & TCE
MSGS-02A / MSGS-02B Limits



Impaired Irrigation Area
Total Impaired Irrigation Area = 125,000 SF
Existing Landscape Area Impaired by Project = 13,000 SF



STAFF REPORT

DATE: 09/03/2025

TO: Honorable Mayor and City Council Members

FROM: Police Department

2025-348

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

COUNCIL REQUESTED UPDATE TO FIRST AMENDED AND RESTATED SCHOOL RESOURCE OFFICER AGREEMENT WITH CORONA NORCO UNIFIED SCHOOL DISTRICT

EXECUTIVE SUMMARY:

This staff report provides an update to Council regarding questions of inequity amongst the law enforcement school resource officer agreements and the Corona Norco Unified School District (CNUSD). On June 4, 2025, Council approved the amended school resource officer agreement (Agenda Item 2025-184) with a caveat that the termination clause may be utilized dependent upon CNUSD's justification for the apparent disparity of various school resource salary agreements with local law enforcement agencies.

RECOMMENDED ACTION:

That the City Council discuss the explanations provided by the school district and determine if the contract should continue.

BACKGROUND & HISTORY:

On June 4, 2025, staff presented an amended agreement with CNUSD that would extend the presence of four high school resource officers and one intermediate school resource officer until 2030. This amended agreement would continue CNUSD's current financial commitment through financial year 2026, but in financial year 2027 and beyond, CNUSD

would increase the shared cost for a police officer according to the Police Employees Association memorandum of understanding (MOU), with overtime capped at \$84,000 (increasing 5% annually), and motor pool costs capped at \$30,000 per vehicle. Please refer to Exhibit 2 of this report, Agenda Item 2025-184, for the complete financial impact.

During the Council discussion of this agreement, Council Member Daddario questioned why CNUSD pays only 50% to the City of Corona for school resource officer service, while the district paid 100% for deputy services at Norco High School and paid 100% for one deputy and 50% for another assigned to Eleanor Roosevelt High School. Council Member Richins motioned to approve the MOU as presented but directed staff to research the disparities and report back to Council for further action.

ANALYSIS:

On June 18, 2025, police department staff met with CNUSD to discuss the matter. CNUSD understood the Councils' concerns and agreed to start discussions with the Cities of Eastvale and Norco to evaluate their MOU's for contracted school resource officers and special events.

On August 18, 2025, Chief Newman met with Superintendent Gadelmawla and learned the CNUSD pays 100% of the SRO cost at Norco High School; approximately \$121,000 annually. However, the CNUSD District Office building is leased from the City of Norco at no cost. Roosevelt High School has two SROs, and the CNUSD pays the City of Eastvale 50% for the first deputy, and 100% of the costs for the second deputy with an approximate cost of \$181,500 annually.

The CNUSD will pay the City of Corona \$520,000 annually, or \$104,000 each for the five SROs in Corona schools. Additionally, on September 17, 2025, staff will present to Council a Special Event MOU, which will require that CNUSD reimburse the City of Corona 100% of actual costs for sporting events, graduation, and other school-related activities where the CNUSD requests police presence. CNUSD currently reimburses 50% for officer services at such events. This new MOU will generate an estimated annual revenue of \$140,000.

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 of a canine purchase and Records Technician overtime is minimal, and there is no possibility this will have a significant effect on the environment. Therefore, no environmental analysis is required.

PREPARED BY: JASON PEREZ, LIEUTENANT

REVIEWED BY: ROBERT NEWMAN, CHIEF OF POLICE

ATTACHMENTS:

1. Exhibit 1 – PowerPoint Presentation
2. Exhibit 2 – Agenda Item 2025-184



CNUSD School Resource Officer Agreement Update

(Council Member Richins Request)

Robert Newman
Chief of Police



Ask

Provide staff direction on the CNUSD School Resource Officer MOU as presented on June 4, 2025.



Background

On June 4, 2025, the SRO MOU with CNUSD was presented for council approval. The MOU renewal provides for:

- Annual increases to match compensation raises,
- Increases overtime reimbursement,
- Increases vehicle motor pool contributions by CNUSD beginning FY27, and
- Continued 50/50 cost sharing for SROs.

Due to concerns about other cities having better cost sharing agreements with CNUSD, council asked that staff research and report back to Council with further information.



Comparison

❖ **Norco High School**

- CNUSD covers 100% of one RSO Deputy valued at approx. \$121,000 annually
- CNUSD headquarters building rental covered by City of Norco

❖ **Eastvale: Roosevelt High School & STEM**

- CNUSD covers 50% of one RSO Deputy at Roosevelt valued at approx. \$60,500 annually
- CNUSD covers 100% for a second SRO due to high population of STEM valued at approx. \$121,000 annually

❖ **Corona: CHS, Santiago HS, Centennial HS, Lee Pollard & Orange Grove, Intermediate schools**

- CNUSD covers 50% for each officer valued at approx. \$520,000 annually, or \$104,000 per officer
- CPD billable rate is nearly twice that of an RSO Deputy



Additional Information

- MOU now includes annual increases to match compensation raises, increases overtime reimbursement, and increases vehicle motor pool contributions by CNUSD beginning FY27.
- CPD created a special event reimbursement MOU which increases the billable rate from 50% to 100%. (i.e. sporting events, graduation, etc.) This will generate approx. \$140,000 in additional recurring revenue. Council review scheduled for 9/17/2025.
- SRO agreements are unique for each jurisdiction and school; CPD's agreement is comparable with other police agreements with CNUSD.



Ask

Provide staff direction on the CNUSD School Resource Officer MOU as presented on June 4, 2025.



STAFF REPORT

DATE: 06/04/2025

TO: Honorable Mayor and City Council Members

FROM: Police Department

2025-184

REQUEST FOR CITY COUNCIL ACTION

SUBJECT:

Exhibit 2 - Agenda Item 2025-184.docx

EXECUTIVE SUMMARY:

This staff report asks Council to approve the First Amended and Restated Agreement between the City of Corona and the Corona-Norco Unified School District to provide School Resource Officers on campuses throughout the City. The agreement extends the term of the program through June 30, 2030, adjusts campus assignments, and makes various changes to compensation and reimbursement to the City to provide this service.

RECOMMENDED ACTION:

That the City Council:

- a. Approve the First Amended and Restated School Resource Officer (SRO) Agreement between the City of Corona and the Corona-Norco Unified School District (CNUSD), effective July 1, 2025, and valid through June 30, 2030. This agreement extends the term of the SRO program, modifies school campus assignments, and increases the maximum allowable overtime costs for SRO coverage. The agreement ensures the continued provision of law enforcement services at mutually agreed-upon school campuses, with the City and CNUSD sharing costs equitably.

- b. Authorize the allocation of funding to cover fifty percent (50%) of the total compensation costs for each SRO, including salary, benefits, and motor pool expenses, as outlined in Exhibit A of the agreement.
- c. Direct City staff to collaborate with CNUSD representatives to conduct annual reviews of the SRO program each February, as stipulated in Section 3.10 of the agreement. These evaluations will assess program effectiveness, campus assignments, and compliance with the terms of the agreement.
- d. Approve the provision of administrative space, supplies, and equipment by CNUSD at each assigned school campus to support SRO operations. This includes office space, furniture, computers, and telephones, as specified in Section 3.4 of the agreement.
- e. Authorize the City to assign police vehicles to SROs for program-related duties, with motor pool costs shared equally between the City and CNUSD. This arrangement supports the mobility and operational efficiency of SROs in fulfilling their responsibilities.
- f. Ensure compliance with the mutual indemnification clause in Section 3.11, which protects both parties from liabilities arising from acts or omissions during the execution of the agreement. This clause reinforces the shared accountability and legal protections for both the City and CNUSD.
- g. Adopt this agreement as a critical measure to enhance school safety, foster positive relationships between law enforcement and students, and promote proactive programs that address campus security and student well-being. The agreement aligns with the City's commitment to public safety and community partnership.
- h. Authorize an estimated revenue increase in the amount of \$140,864 in the General Fund 110 for FY 2026.

BACKGROUND & HISTORY:

The City of Corona and the Corona-Norco Unified School District (CNUSD) have participated in a cost-share agreement for Police Officer positions, known as School Resource Officers (SROs), since the early 1990s. The City of Corona has an Intermediate School Resource Officer currently under a Department of Justice Tobacco Grant that is scheduled to end on June 30, 2025. The City of Corona and the CNUSD currently have an agreement for four High School Resource Officers, which is scheduled to end on June 30, 2026. This agreement includes a fifty percent (50%) cost-share of the four School Resource Officer positions and their related vehicle motor pool costs, with the City of Corona being reimbursed by the CNUSD. There is a School Resource Officer assigned to Corona, Centennial, and Santiago High Schools. A fourth School Resource Officer is shared between Lee V. Pollard and Orange Grove High Schools.

ANALYSIS:

The Intermediate School Resource Officer position is not currently covered under the most recent SRO Agreement approved by the City Council on July 1, 2021. The current School Resource Officer agreement with the CNUSD is for four High Schools for a five-year term that would have ended on June 30, 2026. This agreement would align the Intermediate School Resource Officer with the four High School Resource Officer Agreements. The amended and restated agreement would overwrite the prior agreement to add one Intermediate School Resource Officer position to the CNUSD contract as of July 1, 2025, to June 30, 2030.

FINANCIAL IMPACT:

The financial impact of amending and extending the current School Resource Officer (SRO) agreement is driven by the expiration of the tobacco grant that has funded the intermediate SRO position. This grant will end on June 30, 2025, necessitating a revision to the agreement to ensure continued funding for all SRO positions through June 30, 2030. The amendment will address changes in funding sources, salary structures, overtime (OT) limits, and motor pool costs for both high school and intermediate SROs. This revision results in an estimated revenue increase of \$132,597 for FY 2026. This includes \$116,197, representing 50% of the district share of salaries and benefits for intermediate SRO position, and \$16,400 representing 100% of the district share for that position's overtime. Additionally, during the agreement review, staff identified \$8,267 of the \$15,000 OT cap for four high school SROs that had been underestimated in the FY 2026 proposed estimated revenue budget. As a result, the total estimated revenue increase over the Proposed amount for FY 2026 is \$140,864.

For Fiscal Year 2026, the agreement will remain consistent with the prior approved 2021 SRO agreement for the four high school SROs.

- Salary and benefits will be capped at \$211,878 per officer.
- Overtime will be capped at \$15,000.
- The motor pool will be capped at \$11,257 per vehicle.

For Fiscal Year 2026, the intermediate SRO terms will be as follows:

- Salaries and benefits, and overtime will be billed based on the law enforcement officer classification from which each SRO is selected.
- Overtime will be capped at \$16,400.
- Motor pool costs will be billed at actual rates, not exceeding \$30,000 annually.

From FY2027 onward, all five SROs will be billed according to the Corona Police Employees Association Memorandum of Understanding. Overtime is capped at \$84,000 in FY2027, increasing by 5% annually. Motor pool costs are highly variable due to factors such as vehicle age, maintenance needs, and labor costs. New vehicles incur minimal costs, but by year four, major maintenance is typically required. To manage this variability, an annual cap of \$30,000 per vehicle is recommended, with actual costs billed based on fleet department rates.

Fiscal Year	Total Salaries & Benefits	Salaries & Benefit District Share (50%)	OT Cap District Share (100%)	Total District Share
FY 2026	\$1,124,935	\$562,467	\$31,400*	\$596,467
FY 2027	\$1,300,550	\$650,275	\$84,000	\$734,275
FY 2028	\$1,332,005	\$666,003	\$88,000	\$754,003
FY 2029	\$1,365,615	\$682,808	\$92,000	\$774,808
FY 2030	\$1,400,230	\$700,115	\$95,000	\$795,115

* HS SRO's -\$15,000|Inter SRO - \$16,400

ENVIRONMENTAL ANALYSIS:

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

PREPARED BY: MICHAEL NIELSEN, POLICE SERGEANT

REVIEWED BY: ROBERT NEWMAN, CHIEF OF POLICE

ATTACHMENTS:

1. EXHIBIT 1 – FIRST AMENDED AND RESTATED SRO AGREEMENT WITH CNUSD, VALID THROUGH 2030
2. EXHIBIT 2 - 2021 SRO AGREEMENT WITH CNUSD