



# City of Gardena

## City Council Meeting

### AGENDA REPORT SUMMARY

Agenda Item No. 5. D. ( 3 )  
Department: CONSENT  
CALENDAR  
Meeting Date: 07/23/2019  
Resolution No. 6399

TO: THE HONORABLE MAYOR AND CITY COUNCIL

**AGENDA TITLE:** RESOLUTION NO. 6399, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

**COUNCIL ACTION REQUIRED:**

Action Taken

- Adopt Resolution No. 6399

**STAFF SUMMARY:**

Staff respectfully recommends that the City Council adopt Resolution No. 6399, which amends the current list of authorized games and authorizes the play of certain games in licensed card clubs.

On June 20, 2019, the Hustler Casino received written approval from the State of California Department of Justice, Bureau of Gambling Control to begin offering the gaming activity, *Hustler Casino Poker Room Mega Progressive Jackpot*, for play at their club.

This approval by the State of California is subject to the adoption of a formal resolution by the Gardena City Council.

**FINANCIAL IMPACT/COST:**

None

**ATTACHMENT:**

- 1) Resolution No. 6399
- 2) Copies of Letters from the Department of Justice, Bureau of Gambling Control, approving the Modified California Games Collection Rates and providing details of same.

Submitted by: Edward Medrano, Edward Medrano, City Manager

Date: 7/16/19

## **RESOLUTION NO. 6399**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AMENDING THE LIST OF AUTHORIZED GAMES AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS**

**WHEREAS**, Gardena Municipal Code Section 5.24.430 provides that licensed card clubs in the City of Gardena ("City") may play any game permitted under state law which is also permitted by resolution of the City Council; and

**WHEREAS**, the City Council approved those certain games to be played in licensed card clubs as listed in Resolution No. 6387; and

**WHEREAS**, from time to time licensed card clubs in the City have filed rules of play and requested authorization pursuant to Gardena Municipal Code Section 5.24.430 to play other games not previously listed and approved by City Council Resolution.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:**

SECTION 1. That **Hustler Casino Poker Room Mega Progressive Jackpot** offered in connection with authorized Poker Section and Asian Section Games and played in accordance with the rules approved by the Bureau of Gambling Control on June 20, shall be permitted to be played in licensed card clubs in the City. The list of all such approved and permitted games is as follows:

#### **POKER SECTION**

2 WAY WINNER  
5 CARD STUD  
6 CARD STUD  
7 CARD HI LO SPLIT  
7 CARD STUD  
7 CARRD STUD HI-LO REGULAR  
21<sup>st</sup> CENTURY BACCARAT  
21<sup>st</sup> CENTURY BACCARAT 9.0  
21<sup>st</sup> CENTURY LUCKY 7 BACCARAT  
BADACEY  
BADEUCEY  
BADUGI  
BIG O HIGH-LOW SPLIT  
BLACKJACK JACKPOT  
BLAZING SEVENS JACKPOT PROGRESSIVE  
BUSTER BLACK JACK BONUS BET  
CALIFORNIA HIGH DRAW OPEN BLIND  
CARIBBEAN STUD POKER  
CRAZY PINEAPPLE

DOUBLE BOARD OMAHA  
DRAGON BONUS BACCARAT-  
COMMISSION FREE  
DRAW  
DRAWMAHA ACE-TO-FIVE  
DRAWMAHA HI  
EASY POKER  
EASY POKER BONUS BET  
EZ BACCARAT  
EZ BACCARAT MODIFICATION  
HI LO DECLARE  
HOLDEM  
HOLDEM HI LO  
HUSTLER CASINO POKER ROOM MEGA-  
PROGRESSIVE JACKPOT  
JACKPOT POKER  
JACKS BACK HI LO  
KANSAS CITY LOWBALL DEUCE TO SEVEN  
LET IT RIDE BONUS  
LOWBALL  
LOWBALL DRAW WINNER LEAVE IT IN  
MEXICAN POKER

**Resolution No. 6399**  
AMENDING THE LIST OF AUTHORIZED GAMES  
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

OMAHA AND POT LIMIT  
OMAHA HI  
OMAHA HI LO  
OMAHA HI LO SPLIT  
OMAHA AND POT LIMIT  
OPEN FACE CHINESE POKER  
PAN  
PINEAPPLE  
POCKET ACES CRACKED  
POKER PAYS TO PLAY  
RAZZ  
RAZZDACEY  
RAZZDEUCEY  
SEVEN CARD STUD  
SEVEN CARD STUD HIGH-LOW SPLIT  
SHORT DECK HOLD'EM  
SUPER 7 CARD STUD  
SUPER 7 CARD STUD HI/LO

SUPER 7 CARD STUD HI/LO REGULAR  
SUPER 9 JACKPOT  
SUPER RAZZ  
SUPER RAZZDACEY  
SUPER RAZZDEUCEY  
TABLE TOP JOKER POKER  
TEXAS HOLD'EM  
TEXAS STUD POKER  
THREE CARD POKER  
THREE CARD POKER 6 CARD BONUS  
THREE CARD POKER PROGRESSIVE  
JACKPOT  
TRIPLE ACES II  
TRIPS  
ULTIMATE TEXAS HOLD'EM  
ULTIMATE TEXAS HOLD'EM PROGRESSIVE JACKPOT

**ASIAN SECTION**

13 CARD  
21<sup>st</sup> CENTURY BLACKJACK 5.1  
[Modified]  
ASIAN STUD  
BACCARAT  
BLACKJACK JOKERS  
BONANZA PAI GOW TILES  
CALIFORNIA ACES  
CALIFORNIA BLACKJACK  
CENTURY21  
EO11  
FUNTAZEE 21  
FORTUNE PAI GOW POKER  
LUCKY MOON  
MAHJONG

MONSTER & BUSTER PAI GOW POKER  
NO BUST BLACKJACK  
NO BUST 21<sup>ST</sup> CENTURY BLACKJACK 4.0A  
[Modified]  
NO BUST 21<sup>ST</sup> CENTURY BLACKJACK 4.0B  
[Modified]  
NO BUST 21<sup>ST</sup> CENTURY BLACKJACK 6.2  
PAI GOW POKER  
PAI GOW POKER JACKPOT  
PAI GOW TILES  
PAN NINE  
PAN NINE GOLD  
SUPER PAN 9 MODIFICATION  
TEXAS PAI GOW  
TRIPLE PLAY

**PROMOTIONAL GAMES**

BONUS CHIP PROMOTION  
CALIFORNIA GAMES PROMOTIONAL  
CHIPS PROMOTION  
EZ BACCARAT PROGRESSIVE JACKPOT  
FOOD REWARD PROGRAM  
GIFT CARD REWARD PROGRAM  
HIGH HAND GIVEAWAY PROMOTION  
JACKPOT GAMES  
LIVE ACTION TOURNAMENT PROMOTION

PLAYER REWARDS PROGRAM  
POKER PROMOTIONAL CHIPS  
SPORTS BRACKET

**Resolution No. 6399**  
AMENDING THE LIST OF AUTHORIZED GAMES  
AND AUTHORIZING THE PLAY OF CERTAIN GAMES IN LICENSED CARD CLUBS

SECTION 2. That upon the approval and adoption of this resolution, Resolution No. 6387 shall be rescinded and shall no longer be in force and effect.

SECTION 3. That this resolution shall be effective immediately.

**BE IT FURTHER RESOLVED** that the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of the City; and shall make a minute of the passage and adoption thereof on the records of the proceedings of the City Council for the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 23<sup>rd</sup> day of July, 2019.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PETER L. WALLIN, City Attorney



XAVIER BECERRA  
Attorney General

State of California  
DEPARTMENT OF JUSTICE



BUREAU OF GAMBLING CONTROL  
2450 DEL PASO ROAD, SUITE 100  
SACRAMENTO, CA 95834

June 20, 2019

Keith Sharp, Designated Agent  
Hustler Casino  
301 North Lake Avenue, Suite 1100  
Pasadena, CA 91101

**BGC ID: GEAR-001204**

RE: Hustler Casino Poker Room Mega Progressive Jackpot Approval

Dear Keith Sharp:

The Bureau of Gambling Control (Bureau) has reviewed Hustler Casino's request to offer the gaming activity of Hustler Casino Poker Room Mega Progressive Jackpot for play. This letter is to inform you that the Bureau has approved this request, and Hustler Casino may begin offering the gaming activity for play, as enclosed, pending any approvals that may be required by the local jurisdiction. This letter of approval and the enclosed rules shall be kept on file, at Hustler Casino, and be readily available for review during all hours of operation. Any changes to the approved rules of play shall constitute a new gaming activity and invalidate this approval.

The Bureau reserves the right to: (1) review the lawfulness of the gaming activity of Hustler Casino Poker Room Mega Progressive Jackpot; (2) notify all law enforcement agencies and gambling establishments if further review determines the gaming activity of Hustler Casino Poker Room Mega Progressive Jackpot to be unlawful; (3) require gambling establishments to cease and desist offering the gaming activity of Hustler Casino Poker Room Mega Progressive Jackpot if found to be unlawful; and (4) take action against those gambling establishments that decline to abide by the Bureau's cease and desist notification.

**Hustler Casino shall play the Hustler Casino Poker Room Mega Progressive Jackpot gaming activity in accordance with the Bureau approved rules, as enclosed.**

Although the Bureau has approved the gaming activity of Hustler Casino Poker Room Mega Progressive Jackpot, it is the sole responsibility of Hustler Casino to abide by and remain in compliance with the local ordinance for the City of Gardena. This letter does not constitute any approvals that may be required by the local jurisdiction before the gaming activity of Hustler Casino Poker Room Mega Progressive Jackpot is offered for play. Hustler Casino shall be fully responsible for ensuring any approval required by local law enforcement is obtained prior to offering the gaming activity of Hustler Casino Poker Room Mega Progressive Jackpot for play.

California Code of Regulations, title 11, section 2070, subdivision (b), states:

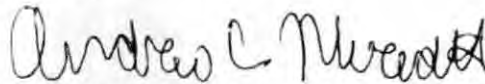
*It shall be an unsuitable method of operation for a gambling establishment to:  
(b) Offer for play any gaming activity which is not authorized by the Bureau  
pursuant to the Act and these regulations for play at that gambling establishment.*

Therefore, any changes Hustler Casino may wish to make in the future to the approved gaming activity, as enclosed, shall be submitted to the Bureau along with the required fees, and will not be authorized until written notification of approval from the Bureau is received.

The BGC ID (GEAR-001204) shall be referenced on all advertisements (if the name changes), bi-annual reports, correspondence, and modification requests related to this gaming activity.

If you have any questions, please contact Austin Mehlmauer at (916) 830-9059 or via email at [BGCgames@doj.ca.gov](mailto:BGCgames@doj.ca.gov).

Sincerely,



ANDREW MEREDITH, Manager  
Game Review Unit

For XAVIER BECERRA  
Attorney General

Enclosure

cc: Cheryleen Kau, Special Agent Supervisor  
Compliance and Enforcement Section  
Bureau of Gambling Control, Los Angeles

## Hustler Casino Poker Room Mega Progressive Jackpot

**APPROVED**



**JUN 20 2019**

**Bureau of Gambling  
Control**

### **Bureau Requirements**

#### **Advertising**

Hustler Casino may advertise various names for this gaming activity. Should the Casino advertise a different name, the BGC ID (GEAR-001204) shall be referenced on all advertisements relating to this gaming activity.

Furthermore, all rules and procedures for the gaming activity, including but not limited to the following, shall be prominently displayed in Hustler Casino at all times the gaming activity is being offered for play:

- Eligible games and time periods
- Qualifying hands and the restrictions for those hands
- Prize payout structure
- Jackpot prize amount
- Availability of No Purchase Necessary
- Requirement of a Player Rewards Card (GEGA-003603) in order to be eligible for the Room Share
- Daily amount added to the progressive prize pool
- Any other restrictions that apply to this gaming activity

#### **Eligible Controlled Games**

The Hustler Casino Poker Room Mega Progressive Jackpot shall be attached to the following Bureau approved controlled games offered at Hustler Casino, as shown below, at all times this gaming activity is being offered for play. All controlled game rules shall be played as previously approved by the Bureau.

- Omaha (GEGA-001489)
- Omaha Hi-Lo 8 or Better (GEGA-001490)
- Seven Card Stud (GEGA-001495)
- Seven Card Stud Hi-Low (GEGA-001496)
- Texas Hold'em (GEGA-001507)
- Pineapple (GEGA-001509)

#### **Object and Summary**

The Hustler Casino Poker Room Mega Progressive Jackpot utilizes a player funded progressive prize pool, which will be funded by a mandatory \$1 jackpot fee that shall be taken per hand from the pot after the flop. A prize is awarded to players participating in a jackpot game when a designated second hand is beaten by a better qualifying hand at the showdown. When the winning and losing hands are confirmed, those players with the qualifying jackpot hands shall receive the posted percentage of the progressive jackpot prize. Additionally, a posted percentage of the jackpot prize, referred to as the table share, shall be evenly distributed among all other players at the qualifying table who have participated in the designated game, as shown below. A posted percentage of the jackpot prize, referred to as the room share, shall also be evenly distributed among all players in the Casino playing at an eligible table when the jackpot is awarded. In all instances, patrons shall be provided with ample advance notice of the rules and restrictions in order to qualify for the Hustler Casino Poker Room Mega Progressive Jackpot.

## Hustler Casino Poker Room Mega Progressive Jackpot



JUN 20 2019

**Qualifying Hands**Bureau of Gambling  
Control

Players that make one of the following advertised hands shall be eligible to win their share of each of the Hustler Casino Poker Room Mega Progressive Jackpot prize amounts, as shown below. The qualifying hands shall regress weekly at predetermined times as posted and advertised. Only winning and losing hands that have been Bureau approved and predetermined and designated by the Hustler Casino are eligible. In games that utilize hole cards, both hole cards must be used when making a Straight Flush. In addition, when making Quads or a Full House, players must have a pocket pair. Furthermore, the qualifying hand chart shall be displayed prominently via printed flyers, digital display, or any other form of advertisements.

**Hustler Casino Poker Room Mega Progressive Jackpot Qualifying Hand Chart**

Qualifying Period	Losing Hand	Winning Hand
Week 1	10 High Straight Flush or Better	Higher Ranking Hand
Week 2	9 High Straight Flush or Better	Higher Ranking Hand
Week 3	8 High Straight Flush or Better	Higher Ranking Hand
Week 4	7 High Straight Flush or Better	Higher Ranking Hand
Week 5	6 High Straight Flush or Better	Higher Ranking Hand
Week 6	5 High Straight Flush or Better	Higher Ranking Hand
Weeks 7-8	Quad Aces or Better	Higher Ranking Hand
Weeks 9-10	Quad Kings or Better	Higher Ranking Hand
Weeks 11-12	Quad Queens or Better	Higher Ranking Hand
Weeks 13-14	Quad Jacks or Better	Higher Ranking Hand
Weeks 15-16	Quad 10s or Better	Higher Ranking Hand
Weeks 17-18	Quad 9s or Better	Higher Ranking Hand
Weeks 19-20	Quad 8s or Better	Higher Ranking Hand
Weeks 21-22	Quads 7s or Better	Higher Ranking Hand
Weeks 23-24	Quads 6s or Better	Higher Ranking Hand
Weeks 25-26	Quads 5s or Better	Higher Ranking Hand
Weeks 27-28	Quads 4s or Better	Higher Ranking Hand
Weeks 29-30	Quads 3s or Better	Higher Ranking Hand
Weeks 31-32	Quads 2s or Better	Higher Ranking Hand
Weeks 33+	Aces Full of 10s or Better	Higher Ranking Hand

**Eligibility Requirements**

This gaming activity shall be open to all players who are seated and playing at any of the above listed controlled games during the predetermined specified hours posted for the gaming activity.

- A minimum of four active players are required to be dealt in during a qualifying game in order for the players and the table to qualify for the jackpot.
- Players must have played at least one hand at the current table in order to be eligible.
- In order to be eligible for the table share, a player must not have missed the prior hand.
- In order to be eligible for the room share, a player must not have a missed blind button.
- In games that utilize hole cards, both hole cards must be used when making a Straight Flush. In addition, when making Quads or a Full House, players must have a pocket pair.
- The losing hand, winning hand, and table shares shall be paid in live casino chips. The room share shall be paid in Hustler Bucks (GEGA-003603). If a player does not want to sign up for a Player Rewards Card (GEGA-003603), the player is not eligible to participate in the promotion.



## Hustler Casino Poker Room Mega Progressive Jackpot



JUN 20 2019

Bureau of Gambling  
Control

- Tournament games do not qualify for the jackpot.
- Casino employees are eligible to participate on or off duty while out of uniform.
- When a qualifying hand is announced, a casino representative will verify that both hands qualify. Any deviation from a standard deck will nullify the jackpot.
- The players with the qualifying winning and losing hands must complete the applicable bets on each round and play through the final betting round (the showdown) in order to qualify for the jackpot.
- Only the highest ranked qualifying winning and losing hand shall be eligible for the posted prize payout.
- In the event that during a round of play, two or more players have the same qualifying losing or winning hands, all players with the same qualifying losing and winning hands shall split the posted percentage of the jackpot prize for the losing and/or winning hand equally. In the event there is an odd dollar, the Casino will add \$1 to make sure each player gets an even amount.
  - The remaining players at the table, who do not include players that received a qualifying losing or winning hand, shall receive the posted prize percentage of the table share.
  - A posted percentage of the jackpot prize, referred to as the room share, shall also be evenly distributed among all players in the Casino playing at an eligible table when the jackpot is awarded.
- Players are only eligible to receive one prize payout (i.e., a player who receives a table share payout is not also eligible for a room share payout).
- There is no limit to how many times a player may win within a promotional period.

**Prize**

The Hustler Casino Poker Room Mega Progressive Jackpot utilizes a progressive prize pool between the value between \$1,000 and \$1,000,000, based on the number of jackpot fees collected. The losing hand, winning hand, and table shares shall be paid in live casino chips. The room share shall be paid in Hustler Bucks (GEGA-003603). If a player does not want to sign up for a Player Rewards Card (GEGA-003603), the player is not eligible to participate in the promotion. Prizes will be paid at the cage after a casino representative has verified the qualifying hands.

**Prize Payout Structure**

Players that make the designated qualifying hands will be eligible to win their share of the Hustler Casino Poker Room Mega Progressive Jackpot prize amount, based on the payout table being used, as shown below. The prize payout structure will be displayed prominently via printed flyers, digital display, and any other forms of advertisements.

**Hustler Casino Poker Room Mega Progressive Jackpot Prize Payout Structure**

<b>Losing Hand</b>	<b>Winning Hand</b>	<b>Table Share*</b>	<b>Room Share**</b>
40%	20%	20%	20%

\*The Table Share shall be evenly distributed among all other players at the table who are participating in a designated game that is eligible for the jackpot when the jackpot is awarded.

\*\*The Room Share shall be evenly distributed among all the players in the Casino playing at a qualifying table when the jackpot is awarded, excluding all players at the eligible table where the jackpot was won.



## Hustler Casino Poker Room Mega Progressive Jackpot



JUN 20 2019

Bureau of Gambling  
Control**Funding**

The Hustler Casino Poker Room Mega Progressive Jackpot utilizes a player funded progressive prize pool, which will be funded by a mandatory \$1 collection fee that shall be taken per hand from the pot after the flop. The jackpot fee will be placed in a separate collection box from the collection fees. The Hustler Casino Poker Room Mega Progressive Jackpot shall be initially seeded by the Casino in an amount ranging between \$1,000 and \$1,000,000. The Casino shall be reimbursed the initial seed money from the reserve fund once sufficient funds have been collected.

The Hustler Casino Poker Room Mega Progressive Jackpot prize pool shall increase daily in amounts ranging between \$50 and \$1,000. The amount of the jackpot is increased by depends on the number of jackpot collection fees taken each day. Any monies not added to the progressive prize pool shall be added to the reserve fund. Furthermore, there shall be a \$1,000,000 cap to the Hustler Casino Poker Room Mega Progressive Jackpot. After the cap is reached, all jackpot fees will be added to the reserve fund until the progressive prize is hit.

Once the jackpot is hit, it will be reseeded by the reserve fund at an amount ranging between \$1,000 and \$1,000,000. If there are not sufficient monies in the reserve fund, the Casino shall cover any shortfall and shall be reimbursed from the reserve fund once sufficient monies are available. All increases and decreases to the Hustler Casino Poker Room Mega Progressive Jackpot fund shall be documented in the accounting records.

**Administrative Fees**

Hustler Casino shall retain an administrative fee of \$5 to \$10 per table per hour for the Hustler Casino Poker Room Mega Progressive Jackpot. The administrative fee shall be taken from the reserve fund and will be used to cover the cost of marketing and operating the jackpot.

**No Purchase Necessary**

The Hustler Casino Poker Room Mega Progressive Jackpot shall be offered to customers who wish to participate for free, on a general and indiscriminate basis, with **no restrictions**. The Casino shall provide No Purchase Necessary tables for all patrons who request to participate in the gaming activity without paying a table fee or placing a live wager. All advertisement material shall state "No Purchase Necessary" when referencing the Hustler Casino Poker Room Mega Progressive Jackpot. This requirement extends to all forms of advertising including electronic message boards, computer monitors, posters, and flyers.

# El Dorado Enterprises, Inc.

June 26, 2019

VIA EMAIL ONLY

Edward Medrano  
City Manager  
City of Gardena  
1700 West 162<sup>nd</sup> Street  
Gardena, CA 90247-3778

## **Re: Gaming Activity Approval**

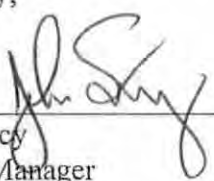
Dear Mr. Medrano,

Hustler Casino submitted a request to the Bureau of Gambling Control to offer the gaming activity of Hustler Casino Poker Room Mega Progressive Jackpot for play at the casino. We have received approval by the Bureau to begin offering this gaming activity once approved by the City of Gardena. Attached is a copy of the approval letter from the Bureau which provides the details of the gaming activity.

On behalf of Hustler Casino, I'm requesting that Hustler Casino Poker Room Mega Progressive Jackpot be approved by the City of Gardena for play at our casino.

If you have any questions or need additional information please give me a call.

Sincerely,

  
\_\_\_\_\_  
John Stacy  
Casino Manager

**Acknowledged and Agreed**  
**City of Gardena**

By: \_\_\_\_\_  
Edward Medrano, City Manager

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

JS:dr

Enclosure

cc: A. Schnaps, Esq., K. Sharp, Esq.



**City of Gardena**  
**City Council Meeting**

**AGENDA REPORT SUMMARY**

Agenda Item No. 5. D. ( 4 )

Department: CONSENT  
CALENDAR

Meeting Date: 07/23/2019

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: MINI PITCH PROGRAM GRANT AGREEMENT – FISCAL YEAR 2020

<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none"><li>• Approve Mini Pitch Program Grant Agreement – Fiscal Year 2020</li></ul>	<u>Action Taken</u>
<u>STAFF SUMMARY:</u> <p>To help promote active and healthy lifestyles among youth, the U.S. Soccer Foundation has awarded the City the Mini Pitch Program Grant. The Grant includes an installation of an acrylic mini pitch surface with goals and lighting that is valued up to \$100,000. The Mini Pitch court will be installed at Freeman Park.</p> <p>Prior to installation, the City will obtain all permits, authorizations, and consents necessary for the installation and construction of the Mini Pitch.</p> <p>The Mini Pitch Grant Agreement requires that the Foundation's afterschool soccer program, <i>Soccer for Success</i>, receives scheduling priority for a minimum of 24 weeks per year, three days a week. The Foundation will also be granted usage of the Mini Pitch for one day per year over the first five years without limitation.</p> <p>Upon completion, the Mini Pitch will be maintained by City staff in accordance with Vendors' recommendations for user safety. The City is required to submit annual impact reports and photographs of usage to the Foundation for three years after completion of the Mini Pitch.</p> <p>The only cost associated with the Mini Pitch is City staff time for electrical work.</p>	
<u>FINANCIAL IMPACT/COST:</u> <p>None</p>	
<u>ATTACHMENT:</u> <p>1) Mini Pitch Program Grant Agreement – Fiscal Year 2020</p>	
Submitted by: <u>Edward Medrano</u> , Edward Medrano, City Manager Date: <u>7/17/19</u>	

**MINI PITCH PROGRAM**  
**GRANT AGREEMENT – FISCAL YEAR 2020**

Pursuant to this Mini Pitch Program Grant Agreement (“Agreement”), dated as of the **1<sup>st</sup> day of July, 2019** (“Effective Date”), the United States Soccer Federation Foundation, Inc. (“Foundation”) agrees to award the Grant (“Grant”) to the **City of Gardena**, (“Grantee”) **FY20-733**, and Grantee accepts such Grant, in accordance with the terms and conditions set forth herein.

1. **Foundation:** **U.S. Soccer Foundation**  
Attn: Grants Department  
1140 Connecticut Ave. NW, Suite 1200  
Washington, DC 20036  
  
**Grantee:** **City of Gardena**  
Attn: Stephany Santin  
1700 West 162nd Street  
Gardena, CA 90247
2. **Grant:** This Grant, awarded in the form of an acrylic mini pitch surface with goal and lighting installation (“Mini Pitch”), supplied by Zaino Tennis and Musco Lighting (“Vendors”), which shall be valued by Foundation, in its sole and absolute discretion, in an amount up to **\$100,000**.
3. **Acrylic Mini Pitch:** Consistent with Foundation’s interests in promoting youth soccer, particularly within vulnerable communities in urban areas, this Grant will provide the Mini Pitch at the property of Freeman Park at no expense to Grantee (the “Grant Project”).
4. **Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by **July 15, 2019**.
5. **Grantee Covenants:** In order to induce Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
  - (a) The Foundation’s afterschool soccer program, *Soccer for Success*, will receive scheduling priority on the Mini Pitch for a minimum of 24 weeks per year, 3 days per week. Should a program operator be identified to run the *Soccer for Success* program, it shall be run in two 12-week sessions, one in the fall, and one in the spring. *Soccer for Success* programming will be housed on the Mini Pitch for as long as the Foundation’s local program partner runs the program.
  - (b) Foundation will be granted usage of the Mini Pitch for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by Foundation. Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold play space time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation so determines.
  - (c) Upon completion, the Mini Pitch will be maintained in accordance with Vendors’ recommendations for user safety. Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Mini Pitch following its completion.
  - (d) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, that property on which the Mini Pitch will be built. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the Effective Date.



- (e) Prior to commencing installation of the Mini Pitch, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation and construction of the Mini Pitch.
6. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its conversations and communications with Foundation are true and correct and that Foundation may rely upon the truth and correctness of the representations made in all conversations and communications regarding this Grant Project, without further independent investigation. Grantee further affirms that it has not omitted any material facts, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the latest communication which have materially and adversely altered the truth or reliability of the Grant Project, including the tax status of Grantee and the Grantee's ability to successfully complete the Grant Project. Grantee agrees to immediately inform the Foundation within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.
7. **Grantee Books and Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding the activities of Grantee and other evidence sufficient for Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. Foundation shall have reasonable access to the books and records of Grantee for inspection purposes and shall be entitled to copies, as they relate to the use of the Grant and the Grant Project.
8. **Grantee Reports:**
- a. **Impact Reports:** Following completion of the Mini Pitch, Grantee shall provide to Foundation a written report, satisfactory to Foundation, describing the impact of the Mini Pitch. Such report shall be submitted to Foundation annually, no later than December 1, for three (3) years after completion of the Mini Pitch and shall include photographs of the Mini Pitch in use by youth soccer players and provide information on play space usage rates, stories of impact on the community, and any other information reasonably requested by Foundation.
- b. **Site Visits:** Grantee will use its best efforts to accommodate any representative of Foundation who requests to conduct a site visit, at the sole cost of Foundation, for the purposes of collecting information about the Grant's impact.
- c. **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Impact Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation, including before and after photographs, both in daytime and at night, of the Mini Pitch site area. All "before" photos shall be submitted no later than 10 days following the Effective Date of this Agreement. All "after" photos shall be submitted no later than 10 days following the grand opening of the Mini Pitch.
9. **Publicity Material and Recognition:**
- a. Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing or publicity.
- b. The Foundation shall have the right to publicize, show photographs of, and use the name of the Mini Pitch and otherwise promote its contributions in any and all media, including the Internet. Grantee authorizes the Foundation to utilize those logo or logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.



- c. Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation. In order to assist Grantee, the Foundation will provide copies of the Foundation's logo(s) and a standard press release for Grantee to share with local media.

- 10. **Awareness Opportunities:** Grantee grants to Foundation the right to place Foundation's trademark, trade name or any design/logo owned or controlled by Foundation (each, a "Mark" and together, the "Marks"), or that of its funding partners, on the surface of the completed Mini Pitch for the life span of the mini-pitch. Unless Foundation chooses to forego the right, standard Marks will be included during installation of the Mini Pitch, per the rendering found in Attachment A. Foundation may change its Marks at any time in its sole discretion and at its sole cost. Each Mark will remain on the surface of the Mini Pitch for as long as the Mini Pitch is operational, unless removed by Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.

Additionally, Grantee will allow Foundation to install wind screens and/or signs/banners on the premises on which the Mini Pitch is built, per the rendering found in Attachment A, in order to promote and recognize the Foundation and other funders for their contribution to the Mini Pitch.

- 11. **Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of Foundation.
- 12. **Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
- 13. **Absence of Warranties:** FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE MINI PITCH OR ANY COMPONENT PART THEREOF, OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.
- 14. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Mini Pitch.
- 15. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns ("Foundation Parties") from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) ("Claim" or "Claims") related to the Grant, the Mini Pitch or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the maintenance, location, or condition of the Mini Pitch, or any person's use of the Mini Pitch, whether authorized or unauthorized, proper or improper. Grantee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Grantee will maintain the insurance described in Section 18 of this Agreement.

Grantee represents to Foundation that the Mini Pitch does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.

**16. Insurance Requirements:**

(a) **Insurance Requirements of the Mini Pitch.** At all times while the Mini Pitch is in place, Grantee shall provide and maintain, at its expense, the following insurance which shall protect Grantee and the Foundation on a primary basis from any and all Claims arising out of or in connection with the Grant Project and the Mini Pitch pursuant to this Agreement:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.
- (ii) Automobile Liability insurance covering liability arising out of the Grantee's use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
- (iii) Workers' Compensation insurance covering employees of Grantee involved with the use and maintenance of the Mini Pitch, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.
- (v) Participant Accident insurance covering all Participants and other individuals using the Mini Pitch with limits not less than \$5,000 per participant for Accident Medical coverage and \$1,000 per participant for AD&D coverage.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use and maintenance of the Mini Pitch; and (2) shall be written by insurance companies that are satisfactory to Foundation and that are licensed to do business in the state in which the Mini Pitch is located. Grantee shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to Foundation.

Upon execution of this Agreement, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

**17. Participant Waiver and Release Forms:** To the extent that Grantee requires Participants in its programs or others who use the Mini Pitch to sign waiver and release forms, Grantee shall include the Foundation and the Foundation Parties as released parties in the form.

**18. Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the concept of the proposed use to Foundation for prior written approval,

which approval may be withheld in the sole discretion of Foundation. Any such use by Grantee shall create no rights for Grantee in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of Foundation, and Foundation shall have the right, from time to time, to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.

19. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the District of Columbia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
20. **Attorneys' Fees:** Grantee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Foundation in connection with any litigation concerning this Agreement should Foundation prevail against Grantee in such litigation, whether commenced by Foundation or Grantee.
21. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
22. **Notices:** Any notices or communications given under this Agreement must be made in writing (a) if to Foundation, at the address of Foundation as hereinabove set forth or at such other address as Foundation may designate by notice, or (b) if to Grantee, at the address of Grantee as hereinabove set forth or at such other address as Grantee may designate by notice
23. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
24. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

U.S. Soccer Foundation

City of Gardena

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

By: Clint Osorio  
(Sign)

Name: Ed Foster-Simeon

Name: Clint Osorio

Title: President and CEO

Title: Assistant City Manager

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

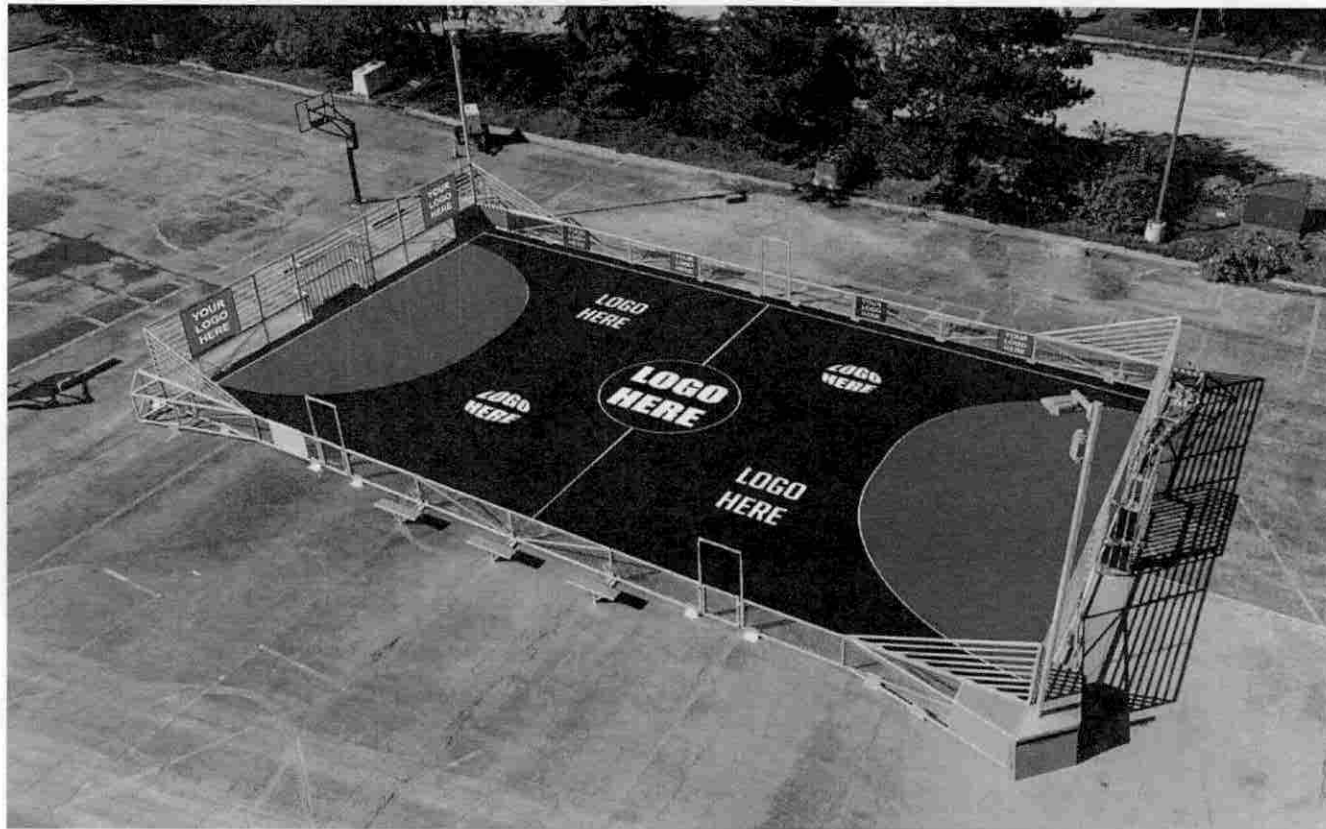
Date: 7-11-19

APPROVED AS TO FORM

BY

Peter L. Wallin  
PETER L. WALLIN  
CITY ATTORNEY

ATTACHMENT A



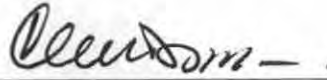


IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

**U.S. Soccer Foundation**

**City of Gardena**

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

By:   
(Sign)

Name: Ed Foster-Simeon

Name: Clint Osorio

Title: President and CEO

Title: Assistant City Manager

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

Date: 7-11-19

APPROVED AS TO FORM

BY \_\_\_\_\_

PETER L. WALLIN  
CITY ATTORNEY




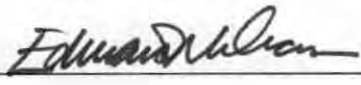
**City of Gardena**  
**City Council Meeting**

**AGENDA REPORT SUMMARY**

Agenda Item No. 5. D. ( 5 )  
CONSENT CALENDAR  
Meeting Date: 07/23/2019  
Resolution No. 6392

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: RESOLUTION NO. 6392, ELECTING TO BE EXEMPT FROM THE CONGESTION MANAGEMENT PROGRAM

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
<ul style="list-style-type: none"><li>Adopt Resolution No. 6392 electing to be exempt from the Congestion Management Program</li></ul>	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that the City Council adopt Resolution No. 6392.</p> <p>The Los Angeles County Metropolitan Transportation Authority (Metro) is required by California State Law to prepare and update, on a biennial basis, a Congestion Management Program (CMP) for the implementation of Proposition 111, which increased the State gas tax from nine (\$0.09) to eighteen (\$0.18) cents per gallon. The intent of the CMP was to tie the appropriation of new gas tax revenues to congestion reduction efforts by improving land use/transportation coordination. While the CMP requirement was one (1) of the pioneering efforts to conduct performance-based transportation planning, the approach has become antiquated and expensive.</p> <p>In accordance with California Government Code 65088.3, jurisdictions within a county may opt out of the CMP requirement without penalty, if a majority of local jurisdictions, representing a majority of the county's population, formally adopt resolutions requesting to opt out of the program. For this to occur, a majority consensus of 45 jurisdictions representing approximately 5.1 million people in the County of Los Angeles is required to opt out.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
None	
<u>ATTACHMENTS:</u>	
<ul style="list-style-type: none"><li>Resolution No. 6392</li><li>Board Report from Metro regarding CMP Opt-Out</li></ul>	
Submitted by:  Raymond Barragan, Community Development Manager Date: 07/18/2019	
Concurred by:  Edward Medrano, City Manager Date: 07/18/2019	

## **RESOLUTION NO. 6392**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ELECTING TO BE EXEMPT FROM THE CONGESTION MANAGEMENT PROGRAM**

**WHEREAS**, in 1990, the voters of California passed Proposition 111 and the requirement that urbanized counties develop and implement a Congestion Management Program; and

**WHEREAS**, the legislature and governor established the specific requirements of the Congestion Management Program by passage of legislation which was a companion to Proposition 111 and is encoded in California Government Code Sections 65088 to 65089.10; and

**WHEREAS**, the Los Angeles County Metropolitan Transportation Authority (Metro) has been designated as the Congestion Management Agency responsible for Los Angeles County's Congestion Management Program; and

**WHEREAS**, California Government Code Section 65088.3 allows urbanized counties to be exempt from the congestion Management Program based on resolutions passed by local jurisdictions representing a majority of the county's jurisdictions with a majority of the county's population; and

**WHEREAS**, the Congestion Management Program is outdated and increasingly out of step with current regional, State, and federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

**WHEREAS**, on the 20<sup>th</sup> of June 2018, the Metro Board of Directors took action to direct Metro staff to work with local jurisdictions to prepare the necessary resolutions to exempt Los Angeles County from the Congestion Management Program.

**NOW, THEREFORE, ON THE BASIS OF THE ABOVE FINDINGS OF FACT AND THE ENTIRE RECORD, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE, AS FOLLOWS:**

**SECTION 1.** That the above recitations are true and correct.

**SECTION 2.** That the proposed action is exempt from CEQA per Section 15061(b)(3), the Common Sense Exemption. This Exemption can be applied when it can be seen with certainty that the activity will not have a significant effect on the environment.

**SECTION 3:** That the City of Gardena hereby elects to be exempt from the Congestion Management Program as described in California Government Code Section 65088 to 65089.10.

**BE IT FURTHER RESOLVED** that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

PASSED, APPROVED AND ADOPTED this 23<sup>rd</sup> day of July, 2019.

\_\_\_\_\_  
TASHA CERDA, MAYOR

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PETER L. WALLIN, CITY ATTORNEY



Metro

Los Angeles County  
Metropolitan Transportation  
Authority  
One Gateway Plaza  
3rd Floor Board Room  
Los Angeles, CA

## Board Report

File #: 2018-0122, File Type: Program

Agenda Number: 22.

### PLANNING AND PROGRAMMING COMMITTEE JUNE 20, 2018

**SUBJECT: CONGESTION MANAGEMENT PROGRAM OPT-OUT**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

APPROVE initiating the process for Metro and all Los Angeles County local jurisdictions to opt out of the California Congestion Management Program (CMP), in accordance with State CMP statute.

#### **ISSUE**

Metro is required by state law to prepare and update on a biennial basis a Congestion Management Program (CMP) for the County of Los Angeles. The CMP process was established as part of a 1990 legislative package to implement Proposition 111, which increased the state gas tax from 9 to 18 cents. The intent of the CMP was to tie the appropriation of new gas tax revenues to congestion reduction efforts by improving land use/transportation coordination.

While the CMP requirement was one of the pioneering efforts to conduct performance-based planning, the approach has become antiquated and expensive. CMP primarily uses a level of service (LOS) performance metric which is a measurement of vehicle delay that is inconsistent with new state-designated performance measures, such as vehicle miles travelled (VMT), enacted by SB 743 for California Environmental Quality Act (CEQA) transportation analysis.

Pursuant to California Government Code §65088.3 (Attachment A, C.G.C. §65000 et seq.), jurisdictions within a county may opt out of the CMP requirement without penalty, if a majority of local jurisdictions representing a majority of the county's population formally adopt resolutions requesting to opt out of the program. Given that the CMP has become increasingly out of step with regional, state, and federal planning processes and requirements, staff recommends that Metro initiate the process to gauge the interest of local jurisdictions and other stakeholders in opting out of State CMP requirements.

#### **DISCUSSION**

Under the CMP, the 88 incorporated cities plus the County of Los Angeles share various statutory responsibilities, including monitoring traffic count locations on select arterials, implementing transportation improvements, adoption of travel demand management and land use ordinances, and mitigating congestion impacts.



The framework for the CMP is firmly grounded in the idea that congestion can be mitigated by continuing to add capacity to roadways. This is evidenced by the primary metric that drives the program which is LOS. Recent state laws and rulemaking, namely AB 32 (California Global Warming Solutions Act of 2006), SB 375 (Sustainable Communities and Climate Protection Act of 2008), SB 743 (Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects) and SB 32 (California Global Warming Solutions Act of 2006), all move away from LOS directly or indirectly. Therefore, the CMP contradicts these key state policies and Metro's own efforts to promote a more sustainable and equitable region.

A number of counties have elected to opt out of the CMP over the years including San Diego, Fresno, Santa Cruz and San Luis Obispo counties. The reasons for doing so are varied but generally concern redundant, expensive, administrative processes that come with great expense, little to no congestion benefit and continue to mandate the use of LOS to determine roadway deficiencies.

The passage of Measure M and the update of the Long Range Transportation Plan present Metro with an opportunity to consider new ways to measure transportation system performance, measures that complement efforts to combat climate change, support sustainable, vibrant communities and improve mobility. For Metro and cities alike, the continued administration of the CMP is a distraction at best or an impediment at worst to improving our transportation system.

Over the last several years, the CMP has become increasingly outdated in relation to the direction of Metro's planning process and regional, state, and federal transportation planning requirements. Additional reasons to opt out of the CMP include:

- Relieves Metro and local jurisdictions of a mandate to use a single measure (LOS) to determine roadway deficiencies.
- Eliminates the risk to local jurisdictions of losing their state gas tax funds or being ineligible to receive state and federal Transportation Improvement Program funds, as a result of not being in compliance with CMP requirements or performance standards.
- Eliminates the administrative and financial burden to cities associated with the preparation of documents to demonstrate conformance with the CMP.

### **ALTERNATIVES CONSIDERED**

Metro could continue to implement the CMP as adopted by the Board or look to update the program. We do not recommend this as we have examined multiple ways to adapt state legislative requirements, but we have been unable to fit Los Angeles county mobility complexities to statutory requirements in a manner that achieves consensus of our stakeholders over the twenty-five-year life of the program. Opting out of the CMP gives Metro the flexibility to implement mobility improvements through the programs and projects in the Long Range Transportation Plan adopted by the Board, while furthering improvements to transportation capacity, choice and cost-effectiveness.

### **DETERMINATION OF SAFETY IMPACT**

This Board action will have no adverse impact on safety standards for Metro.

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## **FINANCIAL IMPACT**

There is no impact to the current fiscal year budget, nor any anticipated impact to future budgets or the continued flow of state gas tax revenues to local jurisdictions. The recommended action may have a positive impact on Metro and local jurisdiction budgets in future years by eliminating the annual costs associated with implementing the CMP. Annual costs to local agencies vary based on size but generally require a staff commitment of 25-60 hours per jurisdiction plus the cost of conducting traffic counts at the 164 CMP intersections at a cost of approximately \$250 per intersection. For Metro the annual burden of administering the CMP is approximately 1.2 Full Time Equivalents (FTE).

## **NEXT STEPS**

Upon Board approval, staff will proceed in consulting with local jurisdictions and other interested stakeholders as follows:

- Consult with the Metro Technical Advisory Committee (TAC) regarding opting out of the CMP and conduct a workshop of our stakeholders to receive input on the interest in opting out of the CMP.
- With the concurrence of the TAC and workshop participants, request local jurisdictions to consider adopting draft resolution (Attachment B) to opt out of the program.
- Upon receipt of formally-adopted resolutions from a majority of local jurisdictions representing a majority of the population, notify the State Controller, Caltrans, and SCAG that Los Angeles County has opted out of the CMP in accordance with statutory requirements.

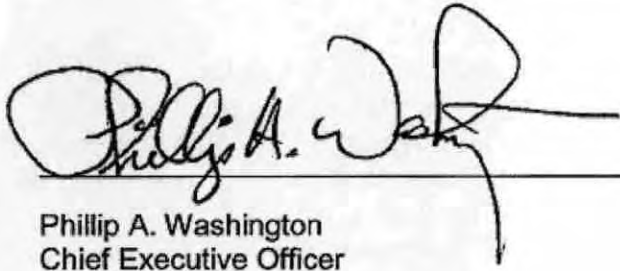
## **ATTACHMENTS**

Attachment A - CMP legislation

Attachment B - Draft Resolution to Opt Out of the Congestion Management Program in Los Angeles County

Prepared by: Paul Backstrom, Manager, Countywide Planning & Development, (213) 922-2183  
Mark Yamarone, DEO, Countywide Planning & Development, (213) 418-3452  
Kalieh Honish, EO, Countywide Planning & Development, (213) 922-7109  
Manjeet Ranu, SEO, Countywide Planning & Development, (213) 418-3157

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077

A handwritten signature in black ink, appearing to read "Phillip A. Washington", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Phillip A. Washington  
Chief Executive Officer

**GOVERNMENT CODE - GOV**

**TITLE 7. PLANNING AND LAND USE [65000 - 66499.58]**

*( Heading of Title 7 amended by Stats. 1974, Ch. 1536. )*

**DIVISION 1. PLANNING AND ZONING [65000 - 66210]**

*( Heading of Division 1 added by Stats. 1974, Ch. 1536. )*

**CHAPTER 2.5. Transportation Planning and Programming [65080 - 65086.5]**

*( Heading of Chapter 2.5 amended by Stats. 1977, Ch. 1106. )*

**65082.**

(a) (1) A five-year regional transportation improvement program shall be prepared, adopted, and submitted to the California Transportation Commission on or before December 15 of each odd-numbered year thereafter, updated every two years, pursuant to Sections 65080 and 65080.5 and the guidelines adopted pursuant to Section 14530.1, to include regional transportation improvement projects and programs proposed to be funded, in whole or in part, in the state transportation improvement program.

(2) Major projects shall include current costs updated as of November 1 of the year of submittal and escalated to the appropriate year, and be listed by relative priority, taking into account need, delivery milestone dates, and the availability of funding.

(b) Except for those counties that do not prepare a congestion management program pursuant to Section 65088.3, congestion management programs adopted pursuant to Section 65089 shall be incorporated into the regional transportation improvement program submitted to the commission by December 15 of each odd-numbered year.

(c) Local projects not included in a congestion management program shall not be included in the regional transportation improvement program. Projects and programs adopted pursuant to subdivision (a) shall be consistent with the capital improvement program adopted pursuant to paragraph (5) of subdivision (b) of Section 65089, and the guidelines adopted pursuant to Section 14530.1.

(d) Other projects may be included in the regional transportation improvement program if listed separately.

(e) Unless a county not containing urbanized areas of over 50,000 population notifies the Department of Transportation by July 1 that it intends to prepare a regional transportation improvement program for that county, the department shall, in consultation with the affected local agencies, prepare the program for all counties for which it prepares a regional transportation plan.

(f) The requirements for incorporating a congestion management program into a regional transportation improvement program specified in this section do not apply in those counties that do not prepare a congestion management program in accordance with Section 65088.3.

(g) The regional transportation improvement program may include a reserve of county shares for providing funds in order to match federal funds.



*(Amended by Stats. 2003, Ch. 525, Sec. 7. Effective January 1, 2004.)*

**CHAPTER 2.6. Congestion Management [65088 - 65089.10]**

*( Chapter 2.6 added by Stats. 1989, Ch. 106, Sec. 9. )*

**65088.**

The Legislature finds and declares all of the following:

- (a) Although California's economy is critically dependent upon transportation, its current transportation system relies primarily upon a street and highway system designed to accommodate far fewer vehicles than are currently using the system.
- (b) California's transportation system is characterized by fragmented planning, both among jurisdictions involved and among the means of available transport.
- (c) The lack of an integrated system and the increase in the number of vehicles are causing traffic congestion that each day results in 400,000 hours lost in traffic, 200 tons of pollutants released into the air we breathe, and three million one hundred thousand dollars (\$3,100,000) added costs to the motoring public.
- (d) To keep California moving, all methods and means of transport between major destinations must be coordinated to connect our vital economic and population centers.
- (e) In order to develop the California economy to its full potential, it is intended that federal, state, and local agencies join with transit districts, business, private and environmental interests to develop and implement comprehensive strategies needed to develop appropriate responses to transportation needs.
- (f) In addition to solving California's traffic congestion crisis, rebuilding California's cities and suburbs, particularly with affordable housing and more walkable neighborhoods, is an important part of accommodating future increases in the state's population because homeownership is only now available to most Californians who are on the fringes of metropolitan areas and far from employment centers.
- (g) The Legislature intends to do everything within its power to remove regulatory barriers around the development of infill housing, transit-oriented development, and mixed use commercial development in order to reduce regional traffic congestion and provide more housing choices for all Californians.
- (h) The removal of regulatory barriers to promote infill housing, transit-oriented development, or mixed use commercial development does not preclude a city or county from holding a public hearing nor finding that an individual infill project would be adversely impacted by the surrounding environment or transportation patterns.

*(Amended by Stats. 2002, Ch. 505, Sec. 1. Effective January 1, 2003.)*

**65088.1.**

As used in this chapter the following terms have the following meanings:

- (a) Unless the context requires otherwise, "agency" means the agency responsible for the preparation and adoption of the congestion management program.
- (b) "Bus rapid transit corridor" means a bus service that includes at least four of the following attributes:
  - (1) Coordination with land use planning.
  - (2) Exclusive right-of-way.
  - (3) Improved passenger boarding facilities.
  - (4) Limited stops.
  - (5) Passenger boarding at the same height as the bus.
  - (6) Prepaid fares.
  - (7) Real-time passenger information.
  - (8) Traffic priority at intersections.
  - (9) Signal priority.



- (10) Unique vehicles.
- (c) "Commission" means the California Transportation Commission.
- (d) "Department" means the Department of Transportation.
- (e) "Infill opportunity zone" means a specific area designated by a city or county, pursuant to subdivision (c) of Section 65088.4, that is within one-half mile of a major transit stop or high-quality transit corridor included in a regional transportation plan. A major transit stop is as defined in Section 21064.3 of the Public Resources Code, except that, for purposes of this section, it also includes major transit stops that are included in the applicable regional transportation plan. For purposes of this section, a high-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.
- (f) "Interregional travel" means any trips that originate outside the boundary of the agency. A "trip" means a one-direction vehicle movement. The origin of any trip is the starting point of that trip. A roundtrip consists of two individual trips.
- (g) "Level of service standard" is a threshold that defines a deficiency on the congestion management program highway and roadway system which requires the preparation of a deficiency plan. It is the intent of the Legislature that the agency shall use all elements of the program to implement strategies and actions that avoid the creation of deficiencies and to improve multimodal mobility.
- (h) "Local jurisdiction" means a city, a county, or a city and county.
- (i) "Multimodal" means the utilization of all available modes of travel that enhance the movement of people and goods, including, but not limited to, highway, transit, nonmotorized, and demand management strategies including, but not limited to, telecommuting. The availability and practicality of specific multimodal systems, projects, and strategies may vary by county and region in accordance with the size and complexity of different urbanized areas.
- (j) (1) "Parking cash-out program" means an employer-funded program under which an employer offers to provide a cash allowance to an employee equivalent to the parking subsidy that the employer would otherwise pay to provide the employee with a parking space. "Parking subsidy" means the difference between the out-of-pocket amount paid by an employer on a regular basis in order to secure the availability of an employee parking space not owned by the employer and the price, if any, charged to an employee for use of that space.
- (2) A parking cash-out program may include a requirement that employee participants certify that they will comply with guidelines established by the employer designed to avoid neighborhood parking problems, with a provision that employees not complying with the guidelines will no longer be eligible for the parking cash-out program.
- (k) "Performance measure" is an analytical planning tool that is used to quantitatively evaluate transportation improvements and to assist in determining effective implementation actions, considering all modes and strategies. Use of a performance measure as part of the program does not trigger the requirement for the preparation of deficiency plans.
- (l) "Urbanized area" has the same meaning as is defined in the 1990 federal census for urbanized areas of more than 50,000 population.
- (m) Unless the context requires otherwise, "regional agency" means the agency responsible for preparation of the regional transportation improvement program.
- (Amended by Stats. 2013, Ch. 386, Sec. 3. (SB 743) Effective January 1, 2014.)*

### **65088.3.**

This chapter does not apply in a county in which a majority of local governments, collectively comprised of the city councils and the county board of supervisors, which in total also represent a majority of the population in the county, each adopt resolutions electing to be exempt from the congestion management program.

*(Added by Stats. 1996, Ch. 293, Sec. 4. Effective January 1, 1997.)*

**65088.4.**

(a) It is the intent of the Legislature to balance the need for level of service standards for traffic with the need to build infill housing and mixed use commercial developments within walking distance of mass transit facilities, downtowns, and town centers and to provide greater flexibility to local governments to balance these sometimes competing needs.

(b) Notwithstanding any other provision of law, level of service standards described in Section 65089 shall not apply to the streets and highways within an infill opportunity zone.

(c) The city or county may designate an infill opportunity zone by adopting a resolution after determining that the infill opportunity zone is consistent with the general plan and any applicable specific plan, and is a transit priority area within a sustainable communities strategy or alternative planning strategy adopted by the applicable metropolitan planning organization.

*(Amended by Stats. 2013, Ch. 386, Sec. 4. (SB 743) Effective January 1, 2014.)*

**65088.5.**

Congestion management programs, if prepared by county transportation commissions and transportation authorities created pursuant to Division 12 (commencing with Section 130000) of the Public Utilities Code, shall be used by the regional transportation planning agency to meet federal requirements for a congestion management system, and shall be incorporated into the congestion management system.

*(Added by Stats. 1996, Ch. 1154, Sec. 4. Effective September 30, 1996.)*

**65089.**

(a) A congestion management program shall be developed, adopted, and updated biennially, consistent with the schedule for adopting and updating the regional transportation improvement program, for every county that includes an urbanized area, and shall include every city and the county. The program shall be adopted at a noticed public hearing of the agency. The program shall be developed in consultation with, and with the cooperation of, the transportation planning agency, regional transportation providers, local governments, the department, and the air pollution control district or the air quality management district, either by the county transportation commission, or by another public agency, as designated by resolutions adopted by the county board of supervisors and the city councils of a majority of the cities representing a majority of the population in the incorporated area of the county.

(b) The program shall contain all of the following elements:

(1) (A) Traffic level of service standards established for a system of highways and roadways designated by the agency. The highway and roadway system shall include at a minimum all state highways and principal arterials. No highway or roadway designated as a part of the system shall be removed from the system. All new state highways and principal arterials shall be designated as part of the system, except when it is within an infill opportunity zone. Level of service (LOS) shall be measured by Circular 212, by the most recent version of the Highway Capacity Manual, or by a uniform methodology adopted by the agency that is consistent with the Highway Capacity Manual. The determination as to whether an alternative method is consistent with the Highway Capacity Manual shall be made by the regional agency, except that the department instead shall make this determination if either (i) the regional agency is also the agency, as those terms are defined in Section 65088.1, or (ii) the department is responsible for preparing the regional transportation improvement plan for the county.

(B) In no case shall the LOS standards established be below the level of service E or the current level, whichever is farthest from level of service A except when the area is in an infill opportunity zone. When

the level of service on a segment or at an intersection fails to attain the established level of service standard outside an infill opportunity zone, a deficiency plan shall be adopted pursuant to Section 65089.4.

(2) A performance element that includes performance measures to evaluate current and future multimodal system performance for the movement of people and goods. At a minimum, these performance measures shall incorporate highway and roadway system performance, and measures established for the frequency and routing of public transit, and for the coordination of transit service provided by separate operators. These performance measures shall support mobility, air quality, land use, and economic objectives, and shall be used in the development of the capital improvement program required pursuant to paragraph (5), deficiency plans required pursuant to Section 65089.4, and the land use analysis program required pursuant to paragraph (4).

(3) A travel demand element that promotes alternative transportation methods, including, but not limited to, carpools, vanpools, transit, bicycles, and park-and-ride lots; improvements in the balance between jobs and housing; and other strategies, including, but not limited to, flexible work hours, telecommuting, and parking management programs. The agency shall consider parking cash-out programs during the development and update of the travel demand element.

(4) A program to analyze the impacts of land use decisions made by local jurisdictions on regional transportation systems, including an estimate of the costs associated with mitigating those impacts. This program shall measure, to the extent possible, the impact to the transportation system using the performance measures described in paragraph (2). In no case shall the program include an estimate of the costs of mitigating the impacts of interregional travel. The program shall provide credit for local public and private contributions to improvements to regional transportation systems. However, in the case of toll road facilities, credit shall only be allowed for local public and private contributions which are unreimbursed from toll revenues or other state or federal sources. The agency shall calculate the amount of the credit to be provided. The program defined under this section may require implementation through the requirements and analysis of the California Environmental Quality Act, in order to avoid duplication.

(5) A seven-year capital improvement program, developed using the performance measures described in paragraph (2) to determine effective projects that maintain or improve the performance of the multimodal system for the movement of people and goods, to mitigate regional transportation impacts identified pursuant to paragraph (4). The program shall conform to transportation-related vehicle emission air quality mitigation measures, and include any project that will increase the capacity of the multimodal system. It is the intent of the Legislature that, when roadway projects are identified in the program, consideration be given for maintaining bicycle access and safety at a level comparable to that which existed prior to the improvement or alteration. The capital improvement program may also include safety, maintenance, and rehabilitation projects that do not enhance the capacity of the system but are necessary to preserve the investment in existing facilities.

(c) The agency, in consultation with the regional agency, cities, and the county, shall develop a uniform data base on traffic impacts for use in a countywide transportation computer model and shall approve transportation computer models of specific areas within the county that will be used by local jurisdictions to determine the quantitative impacts of development on the circulation system that are based on the countywide model and standardized modeling assumptions and conventions. The computer models shall be consistent with the modeling methodology adopted by the regional planning agency. The data bases used in the models shall be consistent with the data bases used by the regional planning agency. Where the regional agency has jurisdiction over two or more counties, the data bases used by the agency shall be consistent with the data bases used by the regional agency.

(d) (1) The city or county in which a commercial development will implement a parking cash-out program that is included in a congestion management program pursuant to subdivision (b), or in a deficiency plan pursuant to Section 65089.4, shall grant to that development an appropriate reduction in the parking requirements otherwise in effect for new commercial development.

(2) At the request of an existing commercial development that has implemented a parking cash-out program, the city or county shall grant an appropriate reduction in the parking requirements otherwise

applicable based on the demonstrated reduced need for parking, and the space no longer needed for parking purposes may be used for other appropriate purposes.

(e) Pursuant to the federal Intermodal Surface Transportation Efficiency Act of 1991 and regulations adopted pursuant to the act, the department shall submit a request to the Federal Highway Administration Division Administrator to accept the congestion management program in lieu of development of a new congestion management system otherwise required by the act.

*(Amended by Stats. 2002, Ch. 505, Sec. 4, Effective January 1, 2003.)*

**65089.1.**

(a) For purposes of this section, "plan" means a trip reduction plan or a related or similar proposal submitted by an employer to a local public agency for adoption or approval that is designed to facilitate employee ridesharing, the use of public transit, and other means of travel that do not employ a single-occupant vehicle.

(b) An agency may require an employer to provide rideshare data bases; an emergency ride program; a preferential parking program; a transportation information program; a parking cash-out program, as defined in subdivision (f) of Section 65088.1; a public transit subsidy in an amount to be determined by the employer; bicycle parking areas; and other noncash value programs which encourage or facilitate the use of alternatives to driving alone. An employer may offer, but no agency shall require an employer to offer, cash, prizes, or items with cash value to employees to encourage participation in a trip reduction program as a condition of approving a plan.

(c) Employers shall provide employees reasonable notice of the content of a proposed plan and shall provide the employees an opportunity to comment prior to submittal of the plan to the agency for adoption.

(d) Each agency shall modify existing programs to conform to this section not later than June 30, 1995. Any plan adopted by an agency prior to January 1, 1994, shall remain in effect until adoption by the agency of a modified plan pursuant to this section.

(e) Employers may include disincentives in their plans that do not create a widespread and substantial disproportionate impact on ethnic or racial minorities, women, or low-income or disabled employees.

(f) This section shall not be interpreted to relieve any employer of the responsibility to prepare a plan that conforms with trip reduction goals specified in Division 26 (commencing with Section 39000) of the Health and Safety Code, or the Clean Air Act (42 U.S.C. Sec. 7401 et seq.).

(g) This section only applies to agencies and employers within the South Coast Air Quality Management District.

*(Added by Stats. 1994, Ch. 534, Sec. 2, Effective January 1, 1995.)*

**65089.2.**

(a) Congestion management programs shall be submitted to the regional agency. The regional agency shall evaluate the consistency between the program and the regional transportation plans required pursuant to Section 65080. In the case of a multicounty regional transportation planning agency, that agency shall evaluate the consistency and compatibility of the programs within the region.

(b) The regional agency, upon finding that the program is consistent, shall incorporate the program into the regional transportation improvement program as provided for in Section 65082. If the regional agency finds the program is inconsistent, it may exclude any project in the congestion management program from inclusion in the regional transportation improvement program.

(c) (1) The regional agency shall not program any surface transportation program funds and congestion mitigation and air quality funds pursuant to Sections 182.6 and 182.7 of the Streets and Highways Code in a county unless a congestion management program has been adopted by December 31, 1992, as



required pursuant to Section 65089. No surface transportation program funds or congestion mitigation and air quality funds shall be programmed for a project in a local jurisdiction that has been found to be in nonconformance with a congestion management program pursuant to Section 65089.5 unless the agency finds that the project is of regional significance.

(2) Notwithstanding any other provision of law, upon the designation of an urbanized area, pursuant to the 1990 federal census or a subsequent federal census, within a county which previously did not include an urbanized area, a congestion management program as required pursuant to Section 65089 shall be adopted within a period of 18 months after designation by the Governor.

(d) (1) It is the intent of the Legislature that the regional agency, when its boundaries include areas in more than one county, should resolve inconsistencies and mediate disputes that arise between agencies related to congestion management programs adopted for those areas.

(2) It is the further intent of the Legislature that disputes that may arise between regional agencies, or agencies that are not within the boundaries of a multicounty regional transportation planning agency, should be mediated and resolved by the Secretary of Transportation, or an employee of the Transportation Agency designated by the secretary, in consultation with the air pollution control district or air quality management district within whose boundaries the regional agency or agencies are located.

(e) At the request of the agency, a local jurisdiction that owns, or is responsible for operation of, a trip-generating facility in another county shall participate in the congestion management program of the county where the facility is located. If a dispute arises involving a local jurisdiction, the agency may request the regional agency to mediate the dispute through procedures pursuant to subdivision (d). Failure to resolve the dispute does not invalidate the congestion management program.

*(Amended by Stats. 2014, Ch. 345, Sec. 2. (AB 2752) Effective January 1, 2015.)*

### **65089.3.**

The agency shall monitor the implementation of all elements of the congestion management program. The department is responsible for data collection and analysis on state highways, unless the agency designates that responsibility to another entity. The agency may also assign data collection and analysis responsibilities to other owners and operators of facilities or services if the responsibilities are specified in its adopted program. The agency shall consult with the department and other affected owners and operators in developing data collection and analysis procedures and schedules prior to program adoption. At least biennially, the agency shall determine if the county and cities are conforming to the congestion management program, including, but not limited to, all of the following:

(a) Consistency with levels of service standards, except as provided in Section 65089.4.

(b) Adoption and implementation of a program to analyze the impacts of land use decisions, including the estimate of the costs associated with mitigating these impacts.

(c) Adoption and implementation of a deficiency plan pursuant to Section 65089.4 when highway and roadway level of service standards are not maintained on portions of the designated system.

*(Amended by Stats. 1996, Ch. 293, Sec. 3. Effective January 1, 1997.)*

### **65089.4.**

(a) A local jurisdiction shall prepare a deficiency plan when highway or roadway level of service standards are not maintained on segments or intersections of the designated system. The deficiency plan shall be adopted by the city or county at a noticed public hearing.

(b) The agency shall calculate the impacts subject to exclusion pursuant to subdivision (f) of this section, after consultation with the regional agency, the department, and the local air quality management district or air pollution control district. If the calculated traffic level of service following exclusion of these



impacts is consistent with the level of service standard, the agency shall make a finding at a publicly noticed meeting that no deficiency plan is required and so notify the affected local jurisdiction.

(c) The agency shall be responsible for preparing and adopting procedures for local deficiency plan development and implementation responsibilities, consistent with the requirements of this section. The deficiency plan shall include all of the following:

(1) An analysis of the cause of the deficiency. This analysis shall include the following:

(A) Identification of the cause of the deficiency.

(B) Identification of the impacts of those local jurisdictions within the jurisdiction of the agency that contribute to the deficiency. These impacts shall be identified only if the calculated traffic level of service following exclusion of impacts pursuant to subdivision (f) indicates that the level of service standard has not been maintained, and shall be limited to impacts not subject to exclusion.

(2) A list of improvements necessary for the deficient segment or intersection to maintain the minimum level of service otherwise required and the estimated costs of the improvements.

(3) A list of improvements, programs, or actions, and estimates of costs, that will (A) measurably improve multimodal performance, using measures defined in paragraphs (1) and (2) of subdivision (b) of Section 65089, and (B) contribute to significant improvements in air quality, such as improved public transit service and facilities, improved nonmotorized transportation facilities, high occupancy vehicle facilities, parking cash-out programs, and transportation control measures. The air quality management district or the air pollution control district shall establish and periodically revise a list of approved improvements, programs, and actions that meet the scope of this paragraph. If an improvement, program, or action on the approved list has not been fully implemented, it shall be deemed to contribute to significant improvements in air quality. If an improvement, program, or action is not on the approved list, it shall not be implemented unless approved by the local air quality management district or air pollution control district.

(4) An action plan, consistent with the provisions of Chapter 5 (commencing with Section 66000), that shall be implemented, consisting of improvements identified in paragraph (2), or improvements, programs, or actions identified in paragraph (3), that are found by the agency to be in the interest of the public health, safety, and welfare. The action plan shall include a specific implementation schedule. The action plan shall include implementation strategies for those jurisdictions that have contributed to the cause of the deficiency in accordance with the agency's deficiency plan procedures. The action plan need not mitigate the impacts of any exclusions identified in subdivision (f). Action plan strategies shall identify the most effective implementation strategies for improving current and future system performance.

(d) A local jurisdiction shall forward its adopted deficiency plan to the agency within 12 months of the identification of a deficiency. The agency shall hold a noticed public hearing within 60 days of receiving the deficiency plan. Following that hearing, the agency shall either accept or reject the deficiency plan in its entirety, but the agency may not modify the deficiency plan. If the agency rejects the plan, it shall notify the local jurisdiction of the reasons for that rejection, and the local jurisdiction shall submit a revised plan within 90 days addressing the agency's concerns. Failure of a local jurisdiction to comply with the schedule and requirements of this section shall be considered to be nonconformance for the purposes of Section 65089.5.

(e) The agency shall incorporate into its deficiency plan procedures, a methodology for determining if deficiency impacts are caused by more than one local jurisdiction within the boundaries of the agency.

(1) If, according to the agency's methodology, it is determined that more than one local jurisdiction is responsible for causing a deficient segment or intersection, all responsible local jurisdictions shall participate in the development of a deficiency plan to be adopted by all participating local jurisdictions.

(2) The local jurisdiction in which the deficiency occurs shall have lead responsibility for developing the deficiency plan and for coordinating with other impacting local jurisdictions. If a local jurisdiction responsible for participating in a multi-jurisdictional deficiency plan does not adopt the deficiency plan in accordance with the schedule and requirements of paragraph (a) of this section, that jurisdiction shall be considered in nonconformance with the program for purposes of Section 65089.5.

(3) The agency shall establish a conflict resolution process for addressing conflicts or disputes between local jurisdictions in meeting the multi-jurisdictional deficiency plan responsibilities of this section.

(f) The analysis of the cause of the deficiency prepared pursuant to paragraph (1) of subdivision (c) shall exclude the following:

(1) Interregional travel.

(2) Construction, rehabilitation, or maintenance of facilities that impact the system.

(3) Freeway ramp metering.

(4) Traffic signal coordination by the state or multi-jurisdictional agencies.

(5) Traffic generated by the provision of low-income and very low income housing.

(6) (A) Traffic generated by high-density residential development located within one-fourth mile of a fixed rail passenger station, and

(B) Traffic generated by any mixed use development located within one-fourth mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing, as determined by the agency.

(g) For the purposes of this section, the following terms have the following meanings:

(1) "High density" means residential density development which contains a minimum of 24 dwelling units per acre and a minimum density per acre which is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre shall automatically be considered high density.

(2) "Mixed use development" means development which integrates compatible commercial or retail uses, or both, with residential uses, and which, due to the proximity of job locations, shopping opportunities, and residences, will discourage new trip generation.

*(Added by Stats. 1994, Ch. 1146, Sec. 7. Effective January 1, 1995.)*

#### **65089.5.**

(a) If, pursuant to the monitoring provided for in Section 65089.3, the agency determines, following a noticed public hearing, that a city or county is not conforming with the requirements of the congestion management program, the agency shall notify the city or county in writing of the specific areas of nonconformance. If, within 90 days of the receipt of the written notice of nonconformance, the city or county has not come into conformance with the congestion management program, the governing body of the agency shall make a finding of nonconformance and shall submit the finding to the commission and to the Controller.

(b) (1) Upon receiving notice from the agency of nonconformance, the Controller shall withhold apportionments of funds required to be apportioned to that nonconforming city or county by Section 2105 of the Streets and Highways Code.

(2) If, within the 12-month period following the receipt of a notice of nonconformance, the Controller is notified by the agency that the city or county is in conformance, the Controller shall allocate the apportionments withheld pursuant to this section to the city or county.

(3) If the Controller is not notified by the agency that the city or county is in conformance pursuant to paragraph (2), the Controller shall allocate the apportionments withheld pursuant to this section to the agency.

(c) The agency shall use funds apportioned under this section for projects of regional significance which are included in the capital improvement program required by paragraph (5) of subdivision (b) of Section 65089, or in a deficiency plan which has been adopted by the agency. The agency shall not use these funds for administration or planning purposes.

*(Added by renumbering Section 65089.4 by Stats. 1994, Ch. 1146, Sec. 6. Effective January 1, 1995.)*

#### **65089.6.**

Failure to complete or implement a congestion management program shall not give rise to a cause of action against a city or county for failing to conform with its general plan, unless the city or county incorporates the congestion management program into the circulation element of its general plan.

*(Added by renumbering Section 65089.5 by Stats. 1994, Ch. 1146, Sec. 8. Effective January 1, 1995.)*

**65089.7.**

A proposed development specified in a development agreement entered into prior to July 10, 1989, shall not be subject to any action taken to comply with this chapter, except actions required to be taken with respect to the trip reduction and travel demand element of a congestion management program pursuant to paragraph (3) of subdivision (b) of Section 65089.

*(Added by renumbering Section 65089.6 by Stats. 1994, Ch. 1146, Sec. 9. Effective January 1, 1995.)*

**65089.9.**

The study steering committee established pursuant to Section 6 of Chapter 444 of the Statutes of 1992 may designate at least two congestion management agencies to participate in a demonstration study comparing multimodal performance standards to highway level of service standards. The department shall make available, from existing resources, fifty thousand dollars (\$50,000) from the Transportation Planning and Development Account in the State Transportation Fund to fund each of the demonstration projects. The designated agencies shall submit a report to the Legislature not later than June 30, 1997, regarding the findings of each demonstration project.

*(Added by Stats. 1994, Ch. 1146, Sec. 11. Effective January 1, 1995.)*

**65089.10.**

Any congestion management agency that is located in the Bay Area Air Quality Management District and receives funds pursuant to Section 44241 of the Health and Safety Code for the purpose of implementing paragraph (3) of subdivision (b) of Section 65089 shall ensure that those funds are expended as part of an overall program for improving air quality and for the purposes of this chapter.

*(Added by Stats. 1995, Ch. 950, Sec. 1. Effective January 1, 1996.)*

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
\_\_\_\_\_, CALIFORNIA, ELECTING TO BE EXEMPT FROM  
THE CONGESTION MANAGEMENT PROGRAM

WHEREAS, in 1990 the voters of California passed Proposition 111 and the requirement that urbanized counties develop and implement a Congestion Management Program; and

WHEREAS, the legislature and governor established the specific requirements of the Congestion Management Program by passage of legislation which was a companion to Proposition 111 and is encoded in California Government Code Section 65088 to 65089.10; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) has been designated as the Congestion Management Agency responsible for Los Angeles County's Congestion Management Program; and

WHEREAS, California Government Code Section 65089.3 allows urbanized counties to be exempt from the Congestion Management Program based on resolutions passed by local jurisdictions representing a majority of a county's jurisdictions with a majority of the county's population; and

WHEREAS, the Congestion Management Program is outdated and increasingly out of step with current regional, State, and federal planning processes and requirements, including new State requirements for transportation performance measures related to greenhouse gas reduction; and

WHEREAS, on \_\_\_\_\_ the Metro Board of Directors took action to direct Metro staff to work with local jurisdictions to prepare the necessary resolutions to exempt Los Angeles County from the Congestion Management Program.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of \_\_\_\_\_, California, as follows:

1. That the above recitations are true and correct.

2. That the City of \_\_\_\_\_ hereby elects to be exempt from the Congestion Management Program as described in California Government Code Section 65088 to 65089.10.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ by the following vote, to wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
(Name), Mayor

ATTEST:

\_\_\_\_\_  
(Name), City Clerk

(SEAL)





**CITY OF GARDENA**  
**PLANNING & ENVIRONMENTAL QUALITY COMMISSION**  
CITY COUNCIL CHAMBER ■ 1700 WEST 162<sup>nd</sup> STREET ■ 7:00 P.M.  
Telephone: (310) 217-9524 ■ E-mail address: CDDPlanningZoning@cityofgardena.org

**REPORT OF ACTIONS**

**July 16, 2019**

**5. Zone Code Amendment #2-19**

The Planning Commission considered an ordinance amending Chapter 18.19 of the City's Zoning Code to allow transitional housing and supportive housing as permitted uses in the Mixed-Use Overlay zone. Staff has determined that the Zone Code Amendment would not have any significant effects and is therefore exempt from CEQA.

**Project Location: Citywide**

**Commission Action:** Commission approved Resolution No. PC 11-19, which recommends that the City Council adopt the Ordinance.

**Ayes:** *Pierce, Henderson, Langley*

**Noes:** *Sherman, Jackson*

**Absent:**

**City Clerk Action:** Receive and File

**City Council Action:** Set Public Hearing Date

**6. Conditional Use Permit #3-19**

A request for a conditional use permit, per Section 18.42.040.A of the Gardena Municipal Code, to allow automobile storage related to a towing company in the General Industrial (M-2) zone that qualifies for a Notice of Exemption.

**Project Location: 1600 West 139<sup>th</sup> Street (6102-014-065)**

**Applicant: RSD Towing, Inc. (DBA U.S. Tow)**

**Commission Action:** Commission approved PC Resolution No. PC 12-19, approving Conditional Use Permit #3-19.

**Ayes:** *Langley, Sherman, Pierce, Henderson, Jackson*

**Noes:**

**Absent:**

**City Clerk Action:** Receive and File

**City Council Action:** Call for Council Review, Appeal Decision, or Receive and File

**ALL CASE MATERIALS ARE AVAILABLE FOR REVIEW IN THE  
OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT**



# City of Gardena

## City Council Meeting

Agenda Item No.: 8. A. ( 1)  
Department: Administrative Services  
Meeting Date: July 23, 2019  
Resolution No. 6401

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6401, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS (NORTH GARDENA DOG PARK)

#### COUNCIL ACTION REQUIRED:

Adopt Resolution No. 6401

#### Action Taken

#### STAFF SUMMARY AND RECOMMENDATION:

The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant, setting up necessary procedures governing the application.

The established procedures require all applicants to certify by resolution the approval of the application before submission to the State. This application for \$8.5 million would provide funding for the creation of a dog park in North Gardena.

Staff therefore recommends that the City Council adopt Resolution No. 6401, authorizing the City to apply for the Statewide Park Development and Community Revitalization Grant funding the North Gardena Dog Park.

#### FINANCIAL IMPACT/COST:

Potential \$8.5 million in grant funding

#### ATTACHMENTS:

Resolution No. 6401

Submitted by Clint Osorio, Clint Osorio, Assistant City Manager Date 07/23/19  
Concurred by Edward Medrano, Edward Medrano, City Manager Date 07/23/19

**RESOLUTION NO. 6401**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS (NORTH GARDENA DOG PARK)**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY APPROVE THE FILING OF AN APPLICATION FOR THE NORTH GARDENA DOG PARK; AND**

Section 1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

Section 2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

Section 4. Delegates the authority to the City Manager or Assistant City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

Section 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

**BE IT FURTHER RESOLVED** that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
TASHA CERDA, Mayor

ATTEST:

\_\_\_\_\_  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PETER L. WALLIN, City Attorney





# City of Gardena

## City Council Meeting

Agenda Item No. 8. A. (2)

Department: Administrative Services

Meeting Date: July 23, 2019

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

AGENDA TITLE: APPROVAL OF BLANKET PURCHASE ORDERS FOR FISCAL YEAR 19-20

#### COUNCIL ACTION REQUIRED:

#### Action Taken

Approve Blanket Purchase Orders for FY 19-20.

#### RECOMMENDATION AND STAFF SUMMARY:

A blanket purchase order authorizes the City to buy goods or services with predetermined terms or conditions. Since these vendors either have individual contracts, are piggybacking on State contracts or provide vital services which the City is mandated to use, it is only necessary for the requisitioner to request one purchase order for the estimated amount of the expenditure for the fiscal year. The blanket purchase order is limited by a dollar amount, as approved by Council, and the Purchasing Officer can issue releases for goods or services until the pre-established dollar amount is reached.

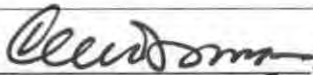
Per the City's Purchasing Policy, Section 3.B. "the purchase of goods or services in excess of \$30,000 must be authorized by the City Council". Therefore, as the estimated budgeted expenditure amount exceeds \$30,000, it is requested that Council approve the following Blanket Purchase Orders for FY 19-20.

Vendor	Amount	Item or services to be purchased
Adminsure	\$138,000	Third Party Administrator, Workers Compensation
Kent Behrends	\$ 44,800	IT consulting services
LA County, Dept. of Public Works	\$150,000	Traffic Signal Maintenance, NPDES
Lew Edwards Group	\$ 46,000	Community Outreach services
Mark Handler & Associates	\$120,000	Building Official – Plan Check
Mc Cain	\$ 45,000	Traffic Controllers and Ancillary Equipment
Pinnacle Petroleum	\$1,235,000	Fuel
Prudential Overall Supply	\$ 44,000	Uniforms
Spicers Paper	\$ 35,000	Paper
Wallin, Kress, Reisman & Kranitz	\$114,000	City Attorney services
Yincom	\$100,000	Computer hardware and software


#### FINANCIAL IMPACT/COST:

Gas Tax	\$45,000
General Fund	\$908,800
Enterprise Fund	\$1,118,000
Total Budgeted Expense	\$2,071,800

#### ATTACHMENTS:

Submitted by , Clint D. Osorio, Assistant City Manager

Date: 07/23/2019

Concurred by , Edward Medrano, City Manager

Date: 07/23/2019





# City of Gardena City Council Meeting

Agenda Item No.: 8. A. (3)  
Department: Administrative Services  
Meeting Date: July 23, 2019

## AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL  
AGENDA TITLE: AUTHORIZATION TO BIND EXCESS INSURANCE COVERAGE POLICIES FOR  
FISCAL YEAR 2019-2020

### COUNCIL ACTION REQUIRED:

Authorize City Manager to Purchase and Bind Excess Insurance Coverage as  
Recommended by Staff

### Action Taken

### STAFF SUMMARY AND RECOMMENDATION:

Gardena is self-insured for General Liability and Workers Compensation insurance and obtains excess insurance coverage for extraordinary exposures for both, in addition to an policy for vehicle damage to the GTrans fleet. Staff annually seeks renewal quotations and works diligently to ensure that adequate coverage is obtained at the best possible price.

This year insurance quotes were obtained through the California Transit Indemnity Pool (CalTIP). The quote received from CalTIP was an estimated premium of \$417,558 for GTrans. Recommended coverage for 2019-2020 is outlined below.

In conclusion, staff recommends that the City Council authorize the purchase of the excess insurance coverage for fiscal year 2019-2020 at a total estimated cost of \$417,558 through the California Transit Indemnity Pool and authorize the City Manager to execute the documents to bind the insurance policies, as outlined below.

	TYPE OF INSURANCE	INSURANCE COMPANY	ANNUAL* PREMIUM	COVERAGE	DEDUCTIBLE/SIR
1	Liability Insurance for GTrans	California Transit Indemnity Pool	\$390,030	\$25,000,000 xs SIR	\$250,000
2	Vehicle Physical Damage Program	California Transit Indemnity Pool	\$27,528	\$31,492,373	\$10,000

\*Savings of an estimated \$320,000 from FY 18-19 premium of \$738,133

### FINANCIAL IMPACT/COST:

Excess Liability	\$ 390,030
Vehicle Physical Damage	\$ 27,528
Total Expenditure	\$ 417,558

### ATTACHMENTS:

Invoice

Submitted by Clint D. Osorio, Clint D. Osorio, Assistant City Manager

Date 07/23/19

Concurred by Edward Medrano, Edward Medrano, City Manager

Date 07/23/19



1750 Creekside Oaks Drive, Suite 200  
Sacramento, CA 95833  
(800) 541-4591  
(916) 244-1199 fax  
[www.caltiponline.org](http://www.caltiponline.org)

## INVOICE

<b>Bill To</b>
CITY OF GARDENA 1700 WEST 162ND STREET GARDENA, CA 90247

<b>Customer #</b> GA100	<b>Invoice #</b> CAL 2020-0014
<b>Invoice Date</b> 7/1/19	<b>Due Date</b> 7/31/19
<b>Policy Period</b> 5/1/2019 to 5/1/2020	
<b>Total Due:</b>	<b>\$417,558.00</b>

### 2019-2020 Annual Contributions

Description	Amount
Liability Program	390,030.00
Vehicle Physical Damage (VPD) Program	27,528.00
<b>TOTAL AMOUNT DUE</b>	<b>\$417,558.00</b>

**Quarterly Installment Payment Option:** To authorize this option, remit 25% of the total invoice amount by the due date above. By remitting the quarterly installment payment, you are agreeing to the terms of the Quarterly Installment Payment Option including all applicable finance charges. Terms of this option are located at [www.caltiponline.org](http://www.caltiponline.org) under Members Only. Upon receipt of payment, CalTIP will send you a supplemental payment schedule indicating the remaining payment amounts and their due dates.

*Payments not received within 30 days of the invoice date shall be charged a penalty based on the prime interest rate plus 2 points on the amount of contributions owed. The penalty will be calculated using the prime rate in effect 30 days after the invoice date at the Local Agency Investment Fund (LAIF). The minimum penalty for the late payment of quarterly contributions will be \$100.00; and the minimum penalty for the late payment of annual contributions will be \$200.00.*

Please remit payment to:  
**CalTIP**  
c/o York  
1750 Creekside Oaks Drive, Suite 200  
Sacramento, CA 95833

For questions regarding your invoice please contact:  
**Vicky Quintrall**  
Phone: (916) 244-1104  
Fax: (916) 244-1199  
Email: [victoria.quintrall@yorkrisk.com](mailto:victoria.quintrall@yorkrisk.com)



# City of Gardena

## City Council Meeting

Agenda Item No.: 8. A. (4)

Department: Administrative Services

Meeting Date: July 23, 2019

### AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: PRESENTATION OF THE NEW FORMAT FOR THE CITY INVESTMENT REPORT

COUNCIL ACTION REQUIRED:

Receive and File

Action Taken

STAFF SUMMARY AND RECOMMENDATION:

In October 2018 the City's investment advisory contract was awarded to Chandler Asset Management. As per the contract terms, Chandler was to prepare a monthly investment reports in conjunction with the Deputy City Treasurer. As reports had not been generated since January 2018 a plan of action was formulated to bring reporting to a current status. Several team meetings were conducted which included Chandler, the Deputy City Treasurer and members of the Finance team, and it was determined that all prior investment transactions, beginning in January 2018, would be provided to Chandler for incorporation into the new City Investment Report format to provide a cohesive transition to Chandler Asset Management's portfolio. Each monthly report is now prepared by Chandler, and then reviewed by the Deputy City Treasurer and Chief Fiscal Officer. All reports are currently completed through May 2019 and have been reconciled to our general ledger.

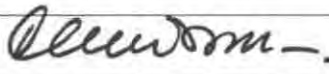
Staff recommends that Council receive and file the City Investment Reports from January 2018 through May 2019 and that the future monthly investment report be reported under the consent calendar as was previous practice.

FINANCIAL IMPACT/COST:

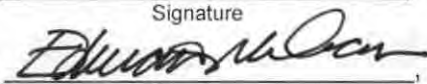
N/A

ATTACHMENTS:

Monthly Investment Reports: January 2018-May 2019

Submitted by , Clint Osorio, Assistant City Manager  
Signature

Date: 7/23/19

Concurred by , Edward Medrano, City Manager  
Signature

Date: 7/23/19

# CITY OF GARDENA



## INVESTMENT REPORT January 2018

Reviewed: Deputy City Treasurer

Reviewed: Chief Fiscal Officer



# **| City of Gardena Consolidated - Account #10647**

## **MONTHLY ACCOUNT STATEMENT**

JANUARY 1, 2018 THROUGH JANUARY 31, 2018

**Chandler Team:**

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

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

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



## Portfolio Summary

As of January 31, 2018



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.95
Average Coupon	1.53%
Average Purchase YTM	1.58%
Average Market YTM	1.81%
Average S&P/Moody Rating	AA/Aaa
Average Final Maturity	0.99 yrs
Average Life	0.99 yrs

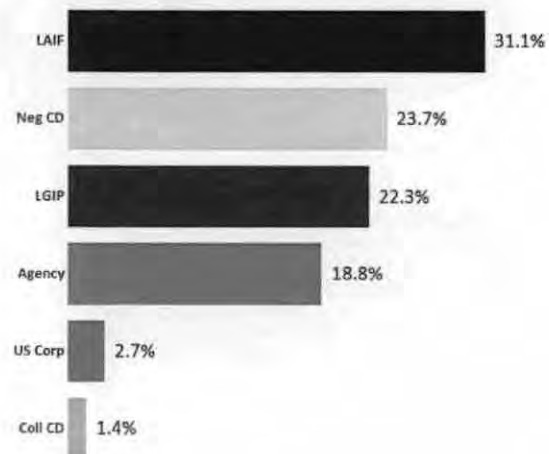
## ACCOUNT SUMMARY

	Beg. Values as of 12/31/17	End Values as of 1/31/18
Market Value		36,522,566
Accrued Interest		70,969
Total Market Value		36,593,535
Income Earned		71,962
Cont/WD		
Par		29,388,928
Book Value		36,814,357
Cost Value		36,814,357

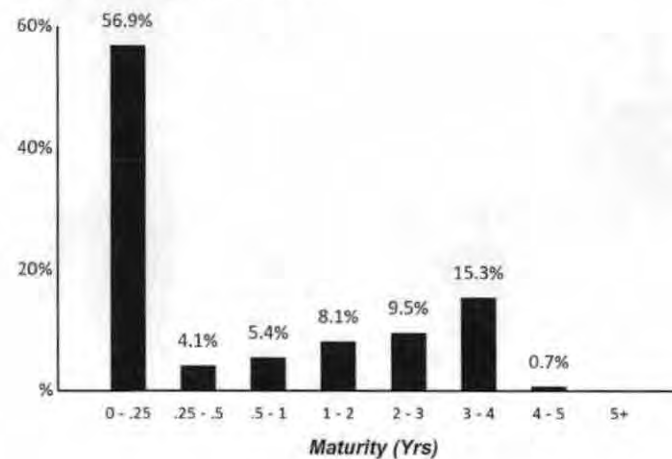
## TOP ISSUERS

Local Agency Investment Fund	31.1%
CalTrust	22.3%
Federal Home Loan Mortgage Corp	8.1%
Federal National Mortgage Assoc	6.7%
Federal Home Loan Bank	4.0%
Toyota Motor Corp	2.7%
Morgan Stanley	1.4%
American Express Credit	1.4%
<b>Total</b>	<b>77.7%</b>

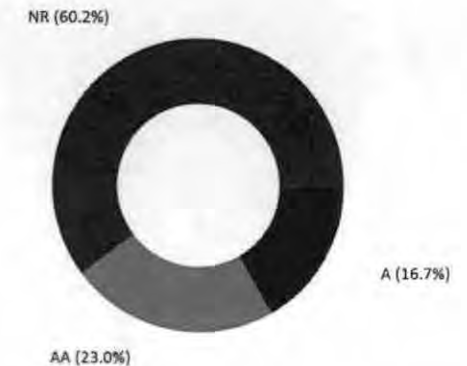
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3134G8XA2	FHLMC Callable Note 1X 4/27/2017 1% Due 7/27/2018	1,000,000.00	04/13/2016 1.00%	1,000,000.00 1,000,000.00	99.69 1.62%	996,936.00 2,611.11	2.73% (3,064.00)	Aaa / AA+ AAA	0.48 0.49
3136G2PJ0	FNMA Note 1.01% Due 10/26/2018	500,000.00	10/06/2015 1.01%	500,000.00 500,000.00	99.41 1.83%	497,030.50 1,332.64	1.36% (2,969.50)	NR / NR NR	0.73 0.73
3136G2HF7	FNMA Callable Note 1X 5/19/2017 1.6% Due 5/19/2020	1,000,000.00	04/21/2015 1.60%	1,000,000.00 1,000,000.00	98.66 2.20%	986,577.00 3,200.00	2.70% (13,423.00)	Aaa / AA+ AAA	2.30 2.24
3130A6LQ8	FHLB Callable Note Qtrly 10/19/2017 1.7% Due 10/19/2020	500,000.00	10/06/2015 1.70%	500,000.00 500,000.00	98.07 2.44%	490,355.00 2,408.33	1.35% (9,645.00)	Aaa / AA+ AAA	2.72 2.11
3130AAL55	FHLB Callable Note Qtrly 1/26/2018 2% Due 7/26/2021	1,000,000.00	01/17/2017 1.96%	1,000,000.00 1,000,000.00	98.09 2.58%	980,887.00 277.78	2.68% (19,113.00)	Aaa / AA+ NR	3.48 3.34
3134G95L7	FHLMC Callable Note Qtrly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	08/04/2016 1.60%	1,000,000.00 1,000,000.00	96.66 2.58%	966,640.00 6,933.33	2.66% (33,360.00)	Aaa / AA+ AAA	3.57 3.41
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	08/04/2016 1.50%	1,000,000.00 1,000,000.00	95.42 2.86%	954,179.00 6,500.00	2.63% (45,821.00)	Aaa / AA+ AAA	3.57 3.41
3134GAQ31	FHLMC Callable Note Qtrly 1/26/2018 2.15% Due 1/26/2022	1,000,000.00	01/17/2017 2.11%	1,000,000.00 1,000,000.00	98.06 2.67%	980,641.00 298.61	2.68% (19,359.00)	Aaa / AA+ AAA	3.99 3.79
<b>Total Agency</b>		<b>7,000,000.00</b>	<b>1.59%</b>	<b>7,000,000.00</b>	<b>2.37%</b>	<b>6,853,245.50</b> <b>23,561.80</b>	<b>18.79%</b> <b>(146,754.50)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.72</b> <b>2.57</b>
<b>COLLATERALIZED CD</b>									
45927P\$00	International City Bank Collateralized CD 0.4% Due 5/22/2018	249,000.00	05/22/2017 0.40%	249,000.00 249,000.00	100.00 0.40%	249,000.00 46.39	0.68% 0.00	NR / NR NR	0.30 0.30
684000\$01	Opus Bank Collateralized CD 0.65% Due 6/28/2018	250,228.20	06/28/2017 0.65%	250,228.20 250,228.20	100.00 0.65%	250,228.20 4.46	0.68% 0.00	NR / NR NR	0.41 0.40
<b>Total Collateralized CD</b>		<b>499,228.20</b>	<b>0.53%</b>	<b>499,228.20</b>	<b>0.53%</b>	<b>499,228.20</b> <b>50.85</b>	<b>1.36%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.35</b> <b>0.35</b>

## Holdings Report

As of January 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	11,376,188.59	Various 1.37%	11,376,188.59 11,376,188.59	1.00 1.37%	11,376,188.59 10,416.24	31.12% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>11,376,188.59</b>	<b>1.37%</b>	<b>11,376,188.59</b>	<b>1.37%</b>	<b>11,376,188.59</b> <b>10,416.24</b>	<b>31.12%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>LOCAL GOV INVESTMENT POOL</b>									
09CATR\$04	CalTrust Short Term Fund	204,186.70	Various 1.43%	2,045,950.93 2,045,950.93	10.01 1.43%	2,043,908.85 0.00	5.59% (2,042.08)	NR / AA NR	0.00 0.00
09CATR\$05	CalTrust Medium Term Fund	616,324.03	Various 1.86%	6,199,989.74 6,199,989.74	9.94 1.86%	6,126,260.89 0.00	16.74% (73,728.85)	NR / A+ NR	0.00 0.00
<b>Total Local Gov Investment Pool</b>		<b>820,510.73</b>	<b>1.75%</b>	<b>8,245,940.67</b> <b>8,245,940.67</b>	<b>1.75%</b>	<b>8,170,169.74</b> <b>0.00</b>	<b>22.33%</b> <b>(75,770.93)</b>	<b>NR / AA-</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>NEGOTIABLE CD</b>									
619165GA5	Morton Community Bank Negotiable CD 1.05% Due 4/10/2018	248,000.00	03/20/2015 1.05%	248,000.00 248,000.00	99.93 1.42%	247,826.65 156.95	0.68% (173.35)	NR / NR NR	0.19 0.19
05581WJT3	BMO Harris Bank Negotiable CD 1.05% Due 8/17/2018	248,000.00	08/11/2016 1.04%	248,000.00 248,000.00	99.64 1.73%	247,095.54 1,191.42	0.68% (904.46)	NR / NR NR	0.54 0.54
58958PEA8	Meridian Corp Negotiable CD 1.45% Due 9/28/2018	248,000.00	09/21/2017 1.42%	248,000.00 248,000.00	99.88 1.64%	247,703.64 29.56	0.68% (296.36)	NR / NR NR	0.66 0.65
20451PFD3	Compass Bank Negotiable CD 2% Due 10/9/2018	248,000.00	10/03/2013 2.00%	248,000.00 248,000.00	100.25 1.64%	248,608.84 1,562.74	0.68% 608.84	NR / NR NR	0.69 0.68
49306SVH6	Key Bank Negotiable CD 1.35% Due 10/15/2018	248,000.00	10/06/2015 1.34%	248,000.00 248,000.00	100.03 1.30%	248,079.86 1,008.99	0.68% 79.86	NR / NR NR	0.70 0.70
9497482T3	Wells Fargo Corp Negotiable CD 1.55% Due 11/19/2018	248,000.00	11/10/2015 1.54%	248,000.00 248,000.00	99.95 1.61%	247,883.19 147.44	0.68% (116.81)	NR / NR NR	0.80 0.79
29266NG43	Enerbank USA Negotiable CD 1.7% Due 12/18/2018	248,000.00	12/12/2014 1.70%	248,000.00 248,000.00	99.95 1.76%	247,870.05 161.71	0.68% (129.95)	NR / NR NR	0.88 0.87



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
77579ABZ8	Rollstone Bank & Trust Negotiable CD 1.4% Due 3/1/2019	248,000.00	02/15/2017 1.40%	248,000.00 248,000.00	99.49 1.88%	246,737.43 1,455.39	0.68% (1,262.57)	NR / NR NR	1.08 1.06
20033AST4	Comenity Capital Bank Negotiable CD 1.25% Due 4/24/2019	248,000.00	10/14/2016 1.25%	248,000.00 248,000.00	98.91 2.15%	245,298.78 67.95	0.67% (2,701.22)	NR / NR NR	1.23 1.22
58403B3T1	Medallion Bank Utah Negotiable CD 1.2% Due 4/26/2019	248,000.00	04/15/2016 1.20%	248,000.00 248,000.00	99.33 1.75%	246,337.16 48.92	0.67% (1,662.84)	NR / NR NR	1.23 1.22
02006LF32	Ally Bank Negotiable CD 1.2% Due 7/1/2019	248,000.00	06/24/2016 1.19%	248,000.00 248,000.00	98.88 2.01%	245,215.21 269.06	0.67% (2,784.79)	NR / NR NR	1.41 1.39
06740KHS9	Barclays Bank Delaware Negotiable CD 2.1% Due 8/13/2019	248,000.00	08/07/2014 2.10%	248,000.00 248,000.00	99.95 2.13%	247,871.54 2,454.18	0.68% (128.46)	NR / NR NR	1.53 1.49
795450SJ5	Sallie Mae Bank Negotiable CD 2.1% Due 8/13/2019	248,000.00	08/07/2014 2.10%	248,000.00 248,000.00	99.96 2.12%	247,908.74 2,454.18	0.68% (91.26)	NR / NR NR	1.53 1.49
61747MYW5	Morgan Stanley Bank Negotiable CD 1.7% Due 9/9/2019	250,000.00	08/29/2017 1.68%	250,000.00 250,000.00	99.45 2.05%	248,632.75 1,711.64	0.68% (1,367.25)	NR / NR NR	1.61 1.56
61760ADT3	Morgan Stanley Private Bank Negotiable CD 1.75% Due 9/9/2019	250,000.00	08/29/2017 1.73%	250,000.00 250,000.00	99.53 2.05%	248,828.75 1,761.99	0.68% (1,171.25)	NR / NR NR	1.61 1.56
56062HAC3	MainSource Bank Negotiable CD 1.65% Due 10/15/2019	250,000.00	10/06/2017 1.64%	250,000.00 250,000.00	99.28 2.09%	248,196.75 214.73	0.68% (1,803.25)	NR / NR NR	1.70 1.66
22766ABT1	Crossfirst Bank Negotiable CD 1.65% Due 10/18/2019	250,000.00	10/06/2017 1.62%	250,000.00 250,000.00	99.27 2.09%	248,177.00 135.62	0.68% (1,823.00)	NR / NR NR	1.71 1.67
063248EY0	Bank Leumi USA NY Negotiable CD 2% Due 12/17/2019	248,000.00	12/12/2014 2.00%	248,000.00 248,000.00	99.91 2.05%	247,787.96 625.10	0.68% (212.04)	NR / NR NR	1.88 1.83
63969ABR4	Nebraska State Bank & Trust Negotiable CD 1.2% Due 1/15/2020	248,000.00	03/31/2016 1.20%	248,000.00 248,000.00	99.02 1.71%	245,557.20 138.61	0.67% (2,442.80)	NR / NR NR	1.96 1.93
31938QL36	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	04/28/2015 1.54%	248,000.00 248,000.00	98.69 2.19%	244,747.98 895.18	0.67% (3,252.02)	NR / NR NR	2.10 2.04
02587DXU7	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	99.08 2.42%	247,688.00 1,178.08	0.68% (2,312.00)	NR / NR NR	2.27 2.19
254672NN4	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	99.50 2.22%	248,757.25 1,095.89	0.68% (1,242.75)	NR / NR NR	2.28 2.21

## Holdings Report

As of January 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
02587CFZ8	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	08/29/2017 1.94%	250,000.00 250,000.00	98.80 2.43%	247,000.50 1,976.71	0.68% (2,999.50)	NR / NR NR	2.61 2.50
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	08/29/2017 1.90%	250,000.00 250,000.00	99.03 2.28%	247,583.25 1,808.90	0.68% (2,416.75)	NR / NR NR	2.62 2.53
05580ACZ5	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	09/24/2015 2.20%	248,000.00 248,000.00	99.90 2.24%	247,749.02 1,853.55	0.68% (250.98)	NR / NR NR	2.67 2.56
14042RAK7	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	09/24/2015 2.25%	248,000.00 248,000.00	99.90 2.29%	247,749.02 1,895.67	0.68% (250.98)	NR / NR NR	2.67 2.56
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	11/17/2015 2.30%	245,000.00 245,000.00	99.69 2.41%	244,233.89 1,049.81	0.67% (766.11)	NR / NR NR	2.82 2.70
98878BER5	Zions Bank Negotiable CD 1.7% Due 2/16/2021	248,000.00	02/09/2017 1.70%	248,000.00 248,000.00	98.10 2.35%	243,292.71 1,952.07	0.67% (4,707.29)	NR / NR NR	3.05 2.92
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	248,000.00	03/31/2016 1.50%	248,000.00 248,000.00	98.59 1.98%	244,515.10 315.95	0.67% (3,484.90)	NR / NR NR	3.07 2.97
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	248,000.00	02/09/2017 1.73%	248,000.00 248,000.00	98.22 2.35%	243,582.38 1,866.79	0.67% (4,417.62)	NR / NR NR	3.08 2.96
140420XR6	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	248,000.00	03/30/2016 1.70%	248,000.00 248,000.00	98.59 2.16%	244,505.68 1,362.98	0.67% (3,494.32)	NR / NR NR	3.18 3.06
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	248,000.00	03/31/2016 1.40%	248,000.00 248,000.00	98.56 1.86%	244,431.03 161.71	0.67% (3,568.97)	NR / NR NR	3.21 3.13
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	248,000.00	06/24/2016 1.55%	248,000.00 248,000.00	97.46 2.33%	241,692.86 358.07	0.66% (6,307.14)	NR / NR NR	3.41 3.29
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	248,000.00	09/20/2016 1.55%	248,000.00 248,000.00	96.71 2.49%	239,830.14 1,232.19	0.66% (8,169.86)	NR / NR NR	3.68 3.53
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	98.53 2.44%	244,344.73 2,284.32	0.67% (3,655.27)	NR / NR NR	4.04 3.82
<b>Total Negotiable CD</b>		<b>8,693,000.00</b>	<b>1.67%</b>	<b>8,693,000.00</b>	<b>2.05%</b>	<b>8,623,320.58</b> <b>36,884.05</b>	<b>23.67%</b> <b>(69,679.42)</b>	<b>NR / NR</b> <b>NR</b>	<b>1.99</b> <b>1.92</b>



## Holdings Report

As of January 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US CORPORATE</b>									
89236TAJ4	Toyota Motor Credit Corp Note 2.023% Due 4/30/2018	1,000,000.00	04/23/2013 2.02%	1,000,000.00 1,000,000.00	100.04 1.86%	1,000,413.00 56.21	2.73% 413.00	NR / NR NR	0.24 0.25
Total US Corporate		1,000,000.00	2.02%	1,000,000.00	1.86%	1,000,413.00 56.21	2.73% 413.00	NR / NR NR	0.24 0.25
TOTAL PORTFOLIO				36,814,357.46		36,522,565.61	100.00%	Aaa / AA	0.99
				29,388,927.52	1.58%	36,814,357.46	1.81%	(291,791.85) AAA	0.95
TOTAL MARKET VALUE PLUS ACCRUED						36,593,534.76			

# CITY OF GARDENA



## INVESTMENT REPORT February 2018

Reviewed: Deputy City Treasurer

Reviewed: Chief Fiscal Officer



# **| City of Gardena Consolidated - Account #10647**

## **MONTHLY ACCOUNT STATEMENT**

FEBRUARY 1, 2018 THROUGH FEBRUARY 28, 2018

### **Chandler Team:**

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

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

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

## Portfolio Summary

As of February 28, 2018



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.84
Average Coupon	1.55%
Average Purchase YTM	1.61%
Average Market YTM	1.86%
Average S&P/Moody Rating	AA/Aaa
Average Final Maturity	0.89 yrs
Average Life	0.89 yrs

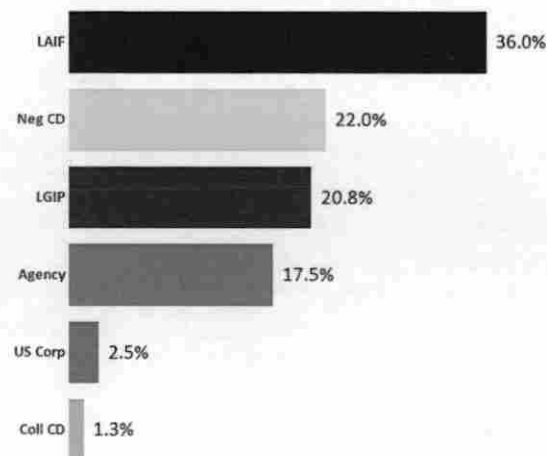
## ACCOUNT SUMMARY

	Beg. Values as of 1/31/18	End Values as of 2/28/18
Market Value	36,522,566	39,248,570
Accrued Interest	70,969	75,315
Total Market Value	<b>36,593,535</b>	<b>39,323,885</b>
Income Earned	71,962	47,324
Cont/WD		
Par	29,388,928	32,139,989
Book Value	36,814,357	39,574,906
Cost Value	36,814,357	39,574,906

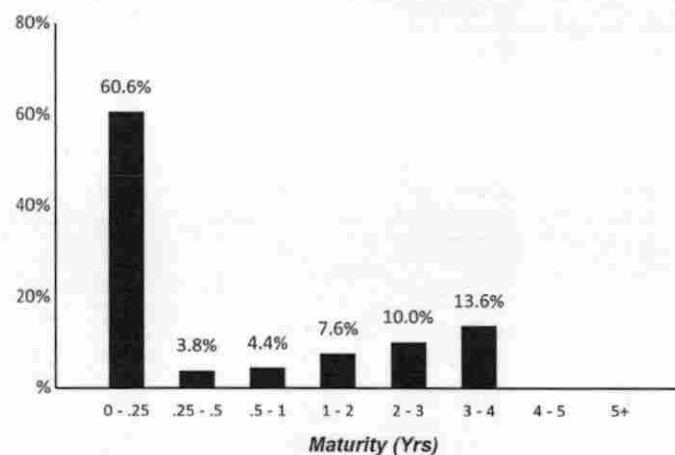
## TOP ISSUERS

Local Agency Investment Fund	36.0%
CalTrust	20.8%
Federal Home Loan Mortgage Corp	7.5%
Federal National Mortgage Assoc	6.2%
Federal Home Loan Bank	3.7%
Toyota Motor Corp	2.5%
Morgan Stanley	1.3%
American Express Credit	1.3%
<b>Total</b>	<b>79.3%</b>

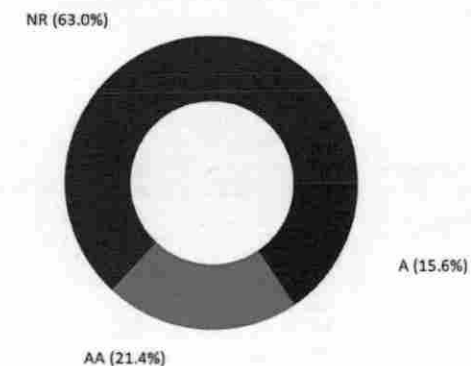
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## Holdings Report

As of February 28, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3134G8XA2	FHLMC Callable Note 1X 4/27/2017 1% Due 7/27/2018	1,000,000.00	04/13/2016 1.00%	1,000,000.00 1,000,000.00	99.68 1.81%	996,765.00 3,444.44	2.54% (3,235.00)	Aaa / AA+ AAA	0.41 0.40
3136G2PJ0	FNMA Note 1.01% Due 10/26/2018	500,000.00	10/06/2015 1.01%	500,000.00 500,000.00	99.36 1.98%	496,824.50 1,753.47	1.27% (3,175.50)	NR / NR NR	0.66 0.65
3136G2HF7	FNMA Callable Note 1X 5/19/2017 1.6% Due 5/19/2020	1,000,000.00	04/21/2015 1.60%	1,000,000.00 1,000,000.00	98.37 2.35%	983,720.00 4,533.33	2.51% (16,280.00)	Aaa / AA+ AAA	2.22 2.16
3130A6LQ8	FHLB Callable Note Qtrly 10/19/2017 1.7% Due 10/19/2020	500,000.00	10/06/2015 1.70%	500,000.00 500,000.00	97.86 2.54%	489,300.00 3,116.67	1.25% (10,700.00)	Aaa / AA+ AAA	2.64 2.10
3130AAL55	FHLB Callable Note Qtrly 1/26/2018 2% Due 7/26/2021	1,000,000.00	01/17/2017 1.96%	1,000,000.00 1,000,000.00	97.79 2.68%	977,908.00 1,944.44	2.49% (22,092.00)	Aaa / AA+ NR	3.41 3.26
3134G95L7	FHLMC Callable Note Qtrly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	08/04/2016 1.60%	1,000,000.00 1,000,000.00	96.60 2.63%	965,950.00 266.67	2.46% (34,050.00)	Aaa / AA+ AAA	3.49 2.92
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	08/04/2016 1.50%	1,000,000.00 1,000,000.00	96.35 2.60%	963,514.00 250.00	2.45% (36,486.00)	Aaa / AA+ AAA	3.49 3.37
3134GAQ31	FHLMC Callable Note Qtrly 1/26/2018 2.15% Due 1/26/2022	1,000,000.00	01/17/2017 2.11%	1,000,000.00 1,000,000.00	97.64 2.79%	976,399.00 2,090.28	2.49% (23,601.00)	Aaa / AA+ AAA	3.91 3.71
<b>Total Agency</b>		<b>7,000,000.00</b>	<b>1.59%</b>	<b>7,000,000.00</b>	<b>2.44%</b>	<b>6,850,380.50</b> <b>17,399.30</b>	<b>17.46%</b> <b>(149,619.50)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.64</b> <b>2.44</b>
<b>COLLATERALIZED CD</b>									
45927P\$00	International City Bank Collateralized CD 0.4% Due 5/22/2018	249,000.00	05/22/2017 0.40%	249,000.00 249,000.00	100.00 0.40%	249,000.00 38.20	0.63% 0.00	NR / NR NR	0.23 0.23
684000\$01	Opus Bank Collateralized CD 0.65% Due 6/28/2018	250,228.20	06/28/2017 0.65%	250,228.20 250,228.20	100.00 0.65%	250,228.20 4.46	0.64% 0.00	NR / NR NR	0.33 0.33
<b>Total Collateralized CD</b>		<b>499,228.20</b>	<b>0.53%</b>	<b>499,228.20</b>	<b>0.53%</b>	<b>499,228.20</b> <b>42.66</b>	<b>1.27%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.28</b> <b>0.28</b>



## Holdings Report

As of February 28, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	14,126,188.59	Various 1.43%	14,126,188.59 14,126,188.59	1.00 1.43%	14,126,188.59 24,783.62	35.99% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>14,126,188.59</b>	<b>1.43%</b>	<b>14,126,188.59</b>	<b>1.43%</b>	<b>24,783.62</b>	<b>0.00</b>	<b>NR</b>	<b>0.00</b>
<b>LOCAL GOV INVESTMENT POOL</b>									
09CATR\$04	CalTrust Short Term Fund	204,428.81	Various 1.51%	2,048,374.50 2,048,374.50	10.01 1.51%	2,046,332.42 0.00	5.20% (2,042.08)	NR / AA NR	0.00 0.00
09CATR\$05	CalTrust Medium Term Fund	617,143.12	Various 1.99%	6,208,115.05 6,208,115.05	9.92 1.99%	6,122,059.72 0.00	15.57% (86,055.33)	NR / A+ NR	0.00 0.00
<b>Total Local Gov Investment Pool</b>		<b>821,571.93</b>	<b>1.87%</b>	<b>8,256,489.55</b>	<b>1.87%</b>	<b>8,168,392.14</b>	<b>20.77%</b>	<b>NR / AA-</b>	<b>0.00</b>
<b>NEGOTIABLE CD</b>									
619165GA5	Morton Community Bank Negotiable CD 1.05% Due 4/10/2018	248,000.00	03/20/2015 1.05%	248,000.00 248,000.00	99.97 1.34%	247,920.14 135.55	0.63% (79.86)	NR / NR NR	0.11 0.11
05581WJT3	BMO Harris Bank Negotiable CD 1.05% Due 8/17/2018	248,000.00	08/11/2016 1.04%	248,000.00 248,000.00	99.67 1.76%	247,183.09 78.48	0.63% (816.91)	NR / NR NR	0.47 0.46
58958PEA8	Meridian Corp Negotiable CD 1.45% Due 9/28/2018	248,000.00	09/21/2017 1.42%	248,000.00 248,000.00	99.87 1.69%	247,667.93 9.85	0.63% (332.07)	NR / NR NR	0.58 0.57
20451PFD3	Compass Bank Negotiable CD 2% Due 10/9/2018	248,000.00	10/03/2013 2.00%	248,000.00 248,000.00	100.18 1.69%	248,455.08 1,943.23	0.64% 455.08	NR / NR NR	0.61 0.60
49306SVH6	Key Bank Negotiable CD 1.35% Due 10/15/2018	248,000.00	10/06/2015 1.34%	248,000.00 248,000.00	99.99 1.36%	247,979.42 1,265.82	0.63% (20.58)	NR / NR NR	0.63 0.62
9497482T3	Wells Fargo Corp Negotiable CD 1.55% Due 11/19/2018	248,000.00	11/10/2015 1.54%	248,000.00 248,000.00	99.93 1.66%	247,817.22 115.85	0.63% (182.78)	NR / NR NR	0.72 0.71
29266NG43	Enerbank USA Negotiable CD 1.7% Due 12/18/2018	248,000.00	12/12/2014 1.70%	248,000.00 248,000.00	99.92 1.79%	247,812.51 127.06	0.63% (187.49)	NR / NR NR	0.80 0.80

## Holdings Report

As of February 28, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
77579ABZ8	Rollstone Bank & Trust Negotiable CD 1.4% Due 3/1/2019	248,000.00	02/15/2017 1.40%	248,000.00 248,000.00	99.47 1.94%	246,680.64 1,721.73	0.63% (1,319.36)	NR / NR NR	1.00 0.98
20033AST4	Comenity Capital Bank Negotiable CD 1.25% Due 4/24/2019	248,000.00	10/14/2016 1.25%	248,000.00 248,000.00	98.89 2.22%	245,258.36 42.47	0.62% (2,741.64)	NR / NR NR	1.15 1.14
58403B3T1	Medallion Bank Utah Negotiable CD 1.2% Due 4/26/2019	248,000.00	04/15/2016 1.20%	248,000.00 248,000.00	99.28 1.83%	246,223.33 24.46	0.63% (1,776.67)	NR / NR NR	1.16 1.15
02006LF32	Ally Bank Negotiable CD 1.2% Due 7/1/2019	248,000.00	06/24/2016 1.19%	248,000.00 248,000.00	98.80 2.11%	245,034.91 497.36	0.62% (2,965.09)	NR / NR NR	1.34 1.31
06740KHS9	Barclays Bank Delaware Negotiable CD 2.1% Due 8/13/2019	248,000.00	08/07/2014 2.10%	248,000.00 248,000.00	99.78 2.25%	247,464.32 228.30	0.63% (535.68)	NR / NR NR	1.45 1.42
795450SJ5	Sallie Mae Bank Negotiable CD 2.1% Due 8/13/2019	248,000.00	08/07/2014 2.10%	248,000.00 248,000.00	99.80 2.24%	247,499.78 228.30	0.63% (500.22)	NR / NR NR	1.45 1.42
61747MYW5	Morgan Stanley Bank Negotiable CD 1.7% Due 9/9/2019	250,000.00	08/29/2017 1.68%	250,000.00 250,000.00	99.29 2.17%	248,232.00 2,037.67	0.64% (1,768.00)	NR / NR NR	1.53 1.49
61760ADT3	Morgan Stanley Private Bank Negotiable CD 1.75% Due 9/9/2019	250,000.00	08/29/2017 1.73%	250,000.00 250,000.00	99.37 2.17%	248,418.50 2,097.60	0.64% (1,581.50)	NR / NR NR	1.53 1.49
56062HAC3	MainSource Bank Negotiable CD 1.65% Due 10/15/2019	250,000.00	10/06/2017 1.64%	250,000.00 250,000.00	99.09 2.23%	247,735.25 180.82	0.63% (2,264.75)	NR / NR NR	1.63 1.59
22766ABT1	Crossfirst Bank Negotiable CD 1.65% Due 10/18/2019	250,000.00	10/06/2017 1.62%	250,000.00 250,000.00	99.08 2.23%	247,709.25 101.71	0.63% (2,290.75)	NR / NR NR	1.64 1.60
063248EY0	Bank Leumi USA NY Negotiable CD 2% Due 12/17/2019	248,000.00	12/12/2014 2.00%	248,000.00 248,000.00	99.64 2.20%	247,101.25 1,005.59	0.63% (898.75)	NR / NR NR	1.80 1.75
63969ABR4	Nebraska State Bank & Trust Negotiable CD 1.2% Due 1/15/2020	248,000.00	03/31/2016 1.20%	248,000.00 248,000.00	98.75 1.88%	244,890.82 114.15	0.62% (3,109.18)	NR / NR NR	1.88 1.86
31938QL36	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	04/28/2015 1.54%	248,000.00 248,000.00	98.36 2.39%	243,926.35 1,190.06	0.62% (4,073.65)	NR / NR NR	2.02 1.96
02587DXU7	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	98.72 2.60%	246,810.25 1,561.64	0.63% (3,189.75)	NR / NR NR	2.19 2.11
254672NN4	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	99.14 2.40%	247,838.00 1,479.45	0.63% (2,162.00)	NR / NR NR	2.21 2.13

## Holdings Report

As of February 28, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
02587CFZ8	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	08/29/2017 1.94%	250,000.00 250,000.00	98.46 2.58%	246,150.00 2,350.68	0.63% (3,850.00)	NR / NR NR	2.53 2.42
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	08/29/2017 1.90%	250,000.00 250,000.00	98.69 2.43%	246,713.50 2,173.29	0.63% (3,286.50)	NR / NR NR	2.55 2.45
05580ACZ5	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	09/24/2015 2.20%	248,000.00 248,000.00	99.53 2.39%	246,822.74 2,272.09	0.63% (1,177.26)	NR / NR NR	2.59 2.48
14042RAK7	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	09/24/2015 2.25%	248,000.00 248,000.00	99.53 2.44%	246,823.49 2,323.73	0.63% (1,176.51)	NR / NR NR	2.59 2.48
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	11/17/2015 2.30%	245,000.00 245,000.00	99.33 2.55%	243,355.56 1,482.08	0.62% (1,644.44)	NR / NR NR	2.74 2.63
98878BER5	Zions Bank Negotiable CD 1.7% Due 2/16/2021	248,000.00	02/09/2017 1.70%	248,000.00 248,000.00	97.79 2.48%	242,522.67 150.16	0.62% (5,477.33)	NR / NR NR	2.97 2.87
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	248,000.00	03/31/2016 1.50%	248,000.00 248,000.00	98.27 2.11%	243,703.65 285.37	0.62% (4,296.35)	NR / NR NR	3.00 2.90
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	248,000.00	02/09/2017 1.73%	248,000.00 248,000.00	97.90 2.48%	242,792.50 11.89	0.62% (5,207.50)	NR / NR NR	3.01 2.90
140420XR6	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	248,000.00	03/30/2016 1.70%	248,000.00 248,000.00	98.24 2.29%	243,630.24 1,686.40	0.62% (4,369.76)	NR / NR NR	3.10 2.98
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	248,000.00	03/31/2016 1.40%	248,000.00 248,000.00	98.20 1.99%	243,538.73 133.17	0.62% (4,461.27)	NR / NR NR	3.13 3.06
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	248,000.00	06/24/2016 1.55%	248,000.00 248,000.00	97.07 2.47%	240,740.54 652.95	0.61% (7,259.46)	NR / NR NR	3.33 3.21
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	248,000.00	09/20/2016 1.55%	248,000.00 248,000.00	96.27 2.64%	238,739.93 1,527.07	0.61% (9,260.07)	NR / NR NR	3.61 3.45
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	97.95 2.60%	242,922.70 111.43	0.62% (5,077.30)	NR / NR NR	3.96 3.78
<b>Total Negotiable CD</b>		<b>8,693,000.00</b>	<b>1.67%</b>	<b>8,693,000.00</b>	<b>2.16%</b>	<b>8,604,114.65</b> <b>31,347.46</b>	<b>21.96%</b> <b>(88,885.35)</b>	<b>NR / NR</b> <b>NR</b>	<b>1.91</b> <b>1.85</b>

## Holdings Report

As of February 28, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US CORPORATE</b>									
89236TAJ4	Toyota Motor Credit Corp Note 2.023% Due 4/30/2018	1,000,000.00	04/23/2013 2.02%	1,000,000.00 1,000,000.00	100.03 1.87%	1,000,266.00 1,742.37	2.55% 266.00	NR / NR NR	0.17 0.17
Total US Corporate		1,000,000.00	2.02%	1,000,000.00	1.87%	1,000,266.00 1,742.37	2.55% 266.00	NR / NR NR	0.17 0.17
TOTAL PORTFOLIO				39,574,906.34 39,574,906.34	1.61% 1.86%	39,248,570.08 75,315.41	100.00% (326,336.26)	Aaa / AA AAA	0.89 0.84
TOTAL MARKET VALUE PLUS ACCRUED						39,323,885.49			

# CITY OF GARDENA



## INVESTMENT REPORT

### March 2018

Reviewed: Deputy City Treasurer

Reviewed: Chief Fiscal Officer





# **| City of Gardena Consolidated - Account #10647**

## **MONTHLY ACCOUNT STATEMENT**

MARCH 1, 2018 THROUGH MARCH 31, 2018

### **Chandler Team:**

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

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

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

## Portfolio Summary

As of March 31, 2018



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.76
Average Coupon	1.62%
Average Purchase YTM	1.68%
Average Market YTM	1.96%
Average S&P/Moody Rating	AA/Aaa
Average Final Maturity	0.80 yrs
Average Life	0.80 yrs

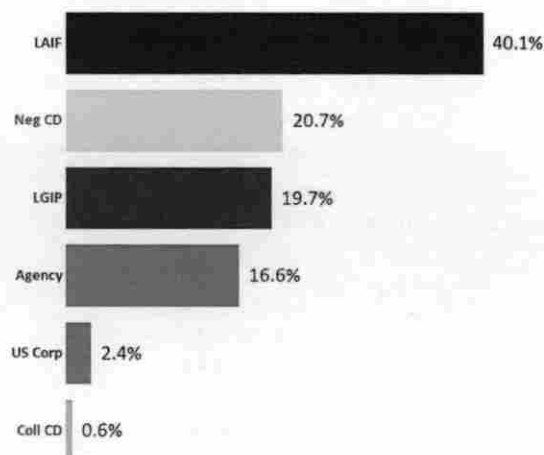
## ACCOUNT SUMMARY

	Beg. Values as of 2/28/18	End Values as of 3/31/18
Market Value	39,248,570	41,499,245
Accrued Interest	75,315	100,031
Total Market Value	<b>39,323,885</b>	<b>41,599,276</b>
Income Earned	47,324	56,478
Cont/WD		
Par	32,139,989	34,391,000
Book Value	39,574,906	41,836,992
Cost Value	39,574,906	41,836,992

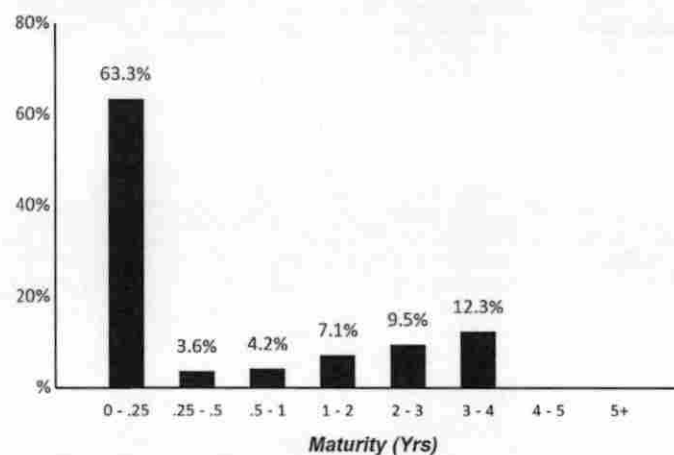
## TOP ISSUERS

Local Agency Investment Fund	40.1%
CalTrust	19.7%
Federal Home Loan Mortgage Corp	7.1%
Federal National Mortgage Assoc	5.9%
Federal Home Loan Bank	3.6%
Toyota Motor Corp	2.4%
Morgan Stanley	1.2%
American Express Credit	1.2%
<b>Total</b>	<b>81.1%</b>

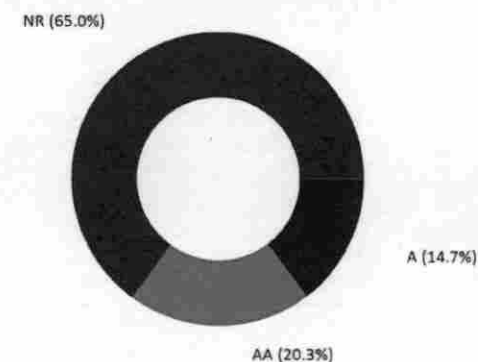
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3134G8XA2	FHLMC Callable Note 1X 4/27/2017 1% Due 7/27/2018	1,000,000.00	04/13/2016 1.00%	1,000,000.00 1,000,000.00	99.72 1.86%	997,210.00 4,277.78	2.41% (2,790.00)	Aaa / AA+ AAA	0.32 0.32
3136G2PJ0	FNMA Note 1.01% Due 10/26/2018	500,000.00	10/06/2015 1.01%	500,000.00 500,000.00	99.41 2.06%	497,031.50 2,174.31	1.20% (2,968.50)	NR / NR NR	0.57 0.56
3136G2HF7	FNMA Callable Note 1X 5/19/2017 1.6% Due 5/19/2020	1,000,000.00	04/21/2015 1.60%	1,000,000.00 1,000,000.00	98.44 2.35%	984,375.00 5,866.67	2.38% (15,625.00)	Aaa / AA+ AAA	2.14 2.07
3130A6LQ8	FHLB Callable Note Qtrly 10/19/2017 1.7% Due 10/19/2020	500,000.00	10/06/2015 1.70%	500,000.00 500,000.00	97.97 2.53%	489,845.00 3,825.00	1.19% (10,155.00)	Aaa / AA+ AAA	2.56 2.13
3130AAL55	FHLB Callable Note Qtrly 1/26/2018 2% Due 7/26/2021	1,000,000.00	01/17/2017 1.96%	1,000,000.00 1,000,000.00	97.97 2.64%	979,688.00 3,611.11	2.36% (20,312.00)	Aaa / AA+ NR	3.32 3.17
3134G95L7	FHLMC Callable Note Qtrly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	08/04/2016 1.60%	1,000,000.00 1,000,000.00	96.78 2.59%	967,830.00 1,600.00	2.33% (32,170.00)	Aaa / AA+ AAA	3.41 2.80
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	08/04/2016 1.50%	1,000,000.00 1,000,000.00	96.31 2.64%	963,125.00 1,500.00	2.32% (36,875.00)	Aaa / AA+ AAA	3.41 3.28
3134GAQ31	FHLMC Callable Note Qtrly 1/26/2018 2.15% Due 1/26/2022	1,000,000.00	01/17/2017 2.11%	1,000,000.00 1,000,000.00	98.01 2.70%	980,097.00 3,881.94	2.37% (19,903.00)	Aaa / AA+ AAA	3.83 3.62
<b>Total Agency</b>		<b>7,000,000.00</b>	<b>1.59%</b>	<b>7,000,000.00</b>	<b>2.44%</b>	<b>6,859,201.50 26,736.81</b>	<b>16.55% (140,798.50)</b>	<b>Aaa / AA+ AAA</b>	<b>2.56 2.36</b>
<b>COLLATERALIZED CD</b>									
45927P\$00	International City Bank Collateralized CD 0.4% Due 5/22/2018	249,000.00	05/22/2017 0.40%	249,000.00 249,000.00	100.00 0.40%	249,000.00 46.39	0.60% 0.00	NR / NR NR	0.14 0.14
<b>Total Collateralized CD</b>		<b>249,000.00</b>	<b>0.40%</b>	<b>249,000.00 249,000.00</b>	<b>0.40%</b>	<b>249,000.00 46.39</b>	<b>0.60% 0.00</b>	<b>NR / NR NR</b>	<b>0.14 0.14</b>
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	16,626,188.59	Various 1.57%	16,626,188.59 16,626,188.59	1.00 1.57%	16,626,188.59 45,315.63	40.08% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>16,626,188.59</b>	<b>1.57%</b>	<b>16,626,188.59 16,626,188.59</b>	<b>1.57%</b>	<b>16,626,188.59 45,315.63</b>	<b>40.08% 0.00</b>	<b>NR / NR NR</b>	<b>0.00 0.00</b>

## Holdings Report

As of March 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LOCAL GOV INVESTMENT POOL</b>									
09CATR\$04	CalTrust Short Term Fund	204,705.60	Various 1.65%	2,051,142.32 2,051,142.32	10.00 1.65%	2,047,055.96 0.00	4.92% (4,086.36)	NR / AA NR	0.00 0.00
09CATR\$05	CalTrust Medium Term Fund	618,105.45	Various 2.17%	6,217,661.34 6,217,661.34	9.92 2.17%	6,131,606.01 0.00	14.74% (86,055.33)	NR / A+ NR	0.00 0.00
<b>Total Local Gov Investment Pool</b>		<b>822,811.04</b>	<b>2.04%</b>	<b>8,268,803.66</b>	<b>2.04%</b>	<b>8,178,661.97</b> 0.00	<b>19.66%</b> (90,141.69)	<b>NR / AA-</b> NR	<b>0.00</b> 0.00

<b>NEGOTIABLE CD</b>									
619165GA5	Morton Community Bank Negotiable CD 1.05% Due 4/10/2018	248,000.00	03/20/2015 1.05%	248,000.00 248,000.00	99.99 1.51%	247,968.75 156.95	0.60% (31.25)	NR / NR NR	0.03 0.03
05581WJT3	BMO Harris Bank Negotiable CD 1.05% Due 8/17/2018	248,000.00	08/11/2016 1.04%	248,000.00 248,000.00	99.69 1.86%	247,242.36 299.64	0.60% (757.64)	NR / NR NR	0.38 0.38
58958PEA8	Meridian Corp Negotiable CD 1.45% Due 9/28/2018	248,000.00	09/21/2017 1.42%	248,000.00 248,000.00	99.83 1.79%	247,589.81 29.56	0.60% (410.19)	NR / NR NR	0.50 0.49
20451PFD3	Compass Bank Negotiable CD 2% Due 10/9/2018	248,000.00	10/03/2013 2.00%	248,000.00 248,000.00	100.11 1.80%	248,262.88 2,364.49	0.60% 262.88	NR / NR NR	0.53 0.52
49306SVH6	Key Bank Negotiable CD 1.35% Due 10/15/2018	248,000.00	10/06/2015 1.34%	248,000.00 248,000.00	99.94 1.47%	247,841.78 1,550.17	0.60% (158.22)	NR / NR NR	0.54 0.54
9497482T3	Wells Fargo Corp Negotiable CD 1.55% Due 11/19/2018	248,000.00	11/10/2015 1.54%	248,000.00 248,000.00	99.86 1.78%	247,649.58 147.44	0.60% (350.42)	NR / NR NR	0.64 0.63
29266NG43	Enerbank USA Negotiable CD 1.7% Due 12/18/2018	248,000.00	12/12/2014 1.70%	248,000.00 248,000.00	99.85 1.91%	247,632.71 161.71	0.60% (367.29)	NR / NR NR	0.72 0.71
77579ABZ8	Rollstone Bank & Trust Negotiable CD 1.4% Due 3/1/2019	248,000.00	02/15/2017 1.40%	248,000.00 248,000.00	99.42 2.03%	246,573.50 294.88	0.59% (1,426.50)	NR / NR NR	0.92 0.91
20033AST4	Comenity Capital Bank Negotiable CD 1.25% Due 4/24/2019	248,000.00	10/14/2016 1.25%	248,000.00 248,000.00	98.86 2.33%	245,182.97 67.95	0.59% (2,817.03)	NR / NR NR	1.07 1.06
58403B3T1	Medallion Bank Utah Negotiable CD 1.2% Due 4/26/2019	248,000.00	04/15/2016 1.20%	248,000.00 248,000.00	99.23 1.93%	246,080.48 48.92	0.59% (1,919.52)	NR / NR NR	1.07 1.06
02006LF32	Ally Bank Negotiable CD 1.2% Due 7/1/2019	248,000.00	06/24/2016 1.19%	248,000.00 248,000.00	98.75 2.22%	244,894.79 750.12	0.59% (3,105.21)	NR / NR NR	1.25 1.23
06740KHS9	Barclays Bank Delaware Negotiable CD 2.1% Due 8/13/2019	248,000.00	08/07/2014 2.10%	248,000.00 248,000.00	99.65 2.36%	247,135.72 670.62	0.60% (864.28)	NR / NR NR	1.37 1.34



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
795450SJ5	Sallie Mae Bank Negotiable CD 2.1% Due 8/13/2019	248,000.00	08/07/2014	248,000.00	99.67	247,169.20	0.60%	NR / NR	1.37
			2.10%	248,000.00	2.35%	670.62	(830.80)	NR	1.34
61747MYW5	Morgan Stanley Bank Negotiable CD 1.7% Due 9/9/2019	250,000.00	08/29/2017	250,000.00	99.17	247,926.75	0.60%	NR / NR	1.44
			1.68%	250,000.00	2.29%	291.10	(2,073.25)	NR	1.41
61760ADT3	Morgan Stanley Private Bank Negotiable CD 1.75% Due 9/9/2019	250,000.00	08/29/2017	250,000.00	99.24	248,104.75	0.60%	NR / NR	1.44
			1.73%	250,000.00	2.29%	299.66	(1,895.25)	NR	1.41
56062HAC3	MainSource Bank Negotiable CD 1.65% Due 10/15/2019	250,000.00	10/06/2017	250,000.00	98.97	247,424.25	0.60%	NR / NR	1.54
			1.64%	250,000.00	2.34%	214.73	(2,575.75)	NR	1.51
22766ABT1	Crossfirst Bank Negotiable CD 1.65% Due 10/18/2019	250,000.00	10/06/2017	250,000.00	98.96	247,395.75	0.60%	NR / NR	1.55
			1.62%	250,000.00	2.35%	135.62	(2,604.25)	NR	1.51
063248EY0	Bank Leumi USA NY Negotiable CD 2% Due 12/17/2019	248,000.00	12/12/2014	248,000.00	99.46	246,663.78	0.60%	NR / NR	1.72
			2.00%	248,000.00	2.32%	1,426.85	(1,336.22)	NR	1.67
63969ABR4	Nebraska State Bank & Trust Negotiable CD 1.2% Due 1/15/2020	248,000.00	03/31/2016	248,000.00	98.59	244,510.89	0.59%	NR / NR	1.79
			1.20%	248,000.00	2.00%	138.61	(3,489.11)	NR	1.77
31938QL36	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	04/28/2015	248,000.00	98.19	243,505.25	0.59%	NR / NR	1.93
			1.54%	248,000.00	2.52%	1,516.54	(4,494.75)	NR	1.88
02587DXU7	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	05/06/2015	250,000.00	98.47	246,163.00	0.60%	NR / NR	2.10
			2.00%	250,000.00	2.75%	1,986.30	(3,837.00)	NR	2.03
254672NN4	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	05/06/2015	250,000.00	98.86	247,142.25	0.60%	NR / NR	2.12
			2.00%	250,000.00	2.56%	1,904.11	(2,857.75)	NR	2.05
02587CFZ8	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	08/29/2017	250,000.00	98.14	245,338.00	0.59%	NR / NR	2.44
			1.94%	250,000.00	2.74%	347.26	(4,662.00)	NR	2.36
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	08/29/2017	250,000.00	98.35	245,875.00	0.59%	NR / NR	2.46
			1.90%	250,000.00	2.60%	221.23	(4,125.00)	NR	2.39
05580ACZ5	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	09/24/2015	248,000.00	99.16	245,922.50	0.59%	NR / NR	2.50
			2.20%	248,000.00	2.55%	29.90	(2,077.50)	NR	2.42
14042RAK7	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	09/24/2015	248,000.00	99.16	245,923.99	0.59%	NR / NR	2.50
			2.25%	248,000.00	2.60%	30.58	(2,076.01)	NR	2.42



## Holdings Report

As of March 31, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>NEGOTIABLE CD</b>									
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	11/17/2015 2.30%	245,000.00 245,000.00	98.94 2.71%	242,408.64 1,960.67	0.59% (2,591.36)	NR / NR NR	2.66 2.54
98878BER5	Zions Bank Negotiable CD 1.7% Due 2/16/2021	248,000.00	02/09/2017 1.70%	248,000.00 248,000.00	97.40 2.64%	241,558.45 508.23	0.58% (6,441.55)	NR / NR NR	2.88 2.79
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	248,000.00	03/31/2016 1.50%	248,000.00 248,000.00	97.85 2.27%	242,678.17 315.95	0.58% (5,321.83)	NR / NR NR	2.91 2.82
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	248,000.00	02/09/2017 1.73%	248,000.00 248,000.00	97.50 2.64%	241,799.75 380.49	0.58% (6,200.25)	NR / NR NR	2.92 2.82
140420XR6	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	248,000.00	03/30/2016 1.70%	248,000.00 248,000.00	97.82 2.45%	242,586.66 2,044.47	0.59% (5,413.34)	NR / NR NR	3.02 2.90
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	248,000.00	03/31/2016 1.40%	248,000.00 248,000.00	97.77 2.16%	242,477.78 161.71	0.58% (5,522.22)	NR / NR NR	3.04 2.97
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	248,000.00	06/24/2016 1.55%	248,000.00 248,000.00	96.68 2.62%	239,754.99 979.43	0.58% (8,245.01)	NR / NR NR	3.25 3.13
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	248,000.00	09/20/2016 1.55%	248,000.00 248,000.00	95.89 2.78%	237,799.51 1,853.55	0.58% (10,200.49)	NR / NR NR	3.52 3.37
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	97.54 2.72%	241,889.28 543.22	0.58% (6,110.72)	NR / NR NR	3.88 3.69
<b>Total Negotiable CD</b>		<b>8,693,000.00</b>	<b>1.67%</b>	<b>8,693,000.00</b>	<b>2.29%</b>	<b>8,586,073.92</b> <b>24,503.28</b>	<b>20.70%</b> <b>(106,926.08)</b>	<b>NR / NR</b> <b>NR</b>	<b>1.82</b> <b>1.77</b>
<b>US CORPORATE</b>									
89236TAJ4	Toyota Motor Credit Corp Note 2.023% Due 4/30/2018	1,000,000.00	04/23/2013 2.02%	1,000,000.00 1,000,000.00	100.01 1.87%	1,000,119.00 3,428.54	2.41% 119.00	NR / NR NR	0.08 0.08
<b>Total US Corporate</b>		<b>1,000,000.00</b>	<b>2.02%</b>	<b>1,000,000.00</b>	<b>1.87%</b>	<b>1,000,119.00</b> <b>3,428.54</b>	<b>2.41%</b> <b>119.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.08</b> <b>0.08</b>
<b>TOTAL PORTFOLIO</b>		<b>34,390,999.63</b>	<b>1.69%</b>	<b>41,836,992.25</b> <b>41,836,992.25</b>	<b>1.96%</b>	<b>41,499,244.98</b> <b>100,030.65</b>	<b>100.00%</b> <b>(337,747.27)</b>	<b>Aaa / AA</b> <b>AAA</b>	<b>0.80</b> <b>0.76</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>41,599,275.63</b>			

# CITY OF GARDENA



## INVESTMENT REPORT

### April 2018

Reviewed: Deputy City Treasurer

Reviewed: Chief Fiscal Officer



# **| City of Gardena Consolidated - Account #10647**

## **MONTHLY ACCOUNT STATEMENT**

APRIL 1, 2018 THROUGH APRIL 30, 2018

### **Chandler Team:**

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

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

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

## Portfolio Summary

As of April 30, 2018



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.74
Average Coupon	1.67%
Average Purchase YTM	1.74%
Average Market YTM	2.05%
Average S&P/Moody Rating	AA/Aaa
Average Final Maturity	0.77 yrs
Average Life	0.77 yrs

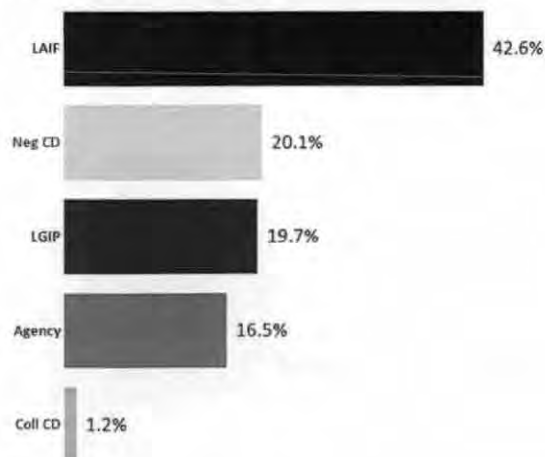
## ACCOUNT SUMMARY

	Beg. Values as of 3/31/18	End Values as of 4/30/18
Market Value	41,499,245	41,513,280
Accrued Interest	100,031	72,217
Total Market Value	41,599,276	41,585,496
Income Earned	56,478	60,336
Cont/WD		
Par	34,391,000	34,441,767
Book Value	41,836,992	41,898,883
Cost Value	41,836,992	41,898,883

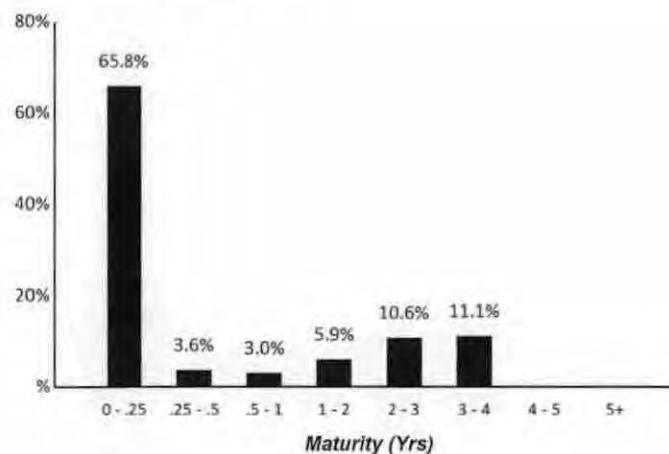
## TOP ISSUERS

Local Agency Investment Fund	42.6%
CalTrust	19.7%
Federal Home Loan Mortgage Corp	7.1%
Federal National Mortgage Assoc	5.9%
Federal Home Loan Bank	3.5%
Morgan Stanley	1.2%
American Express Credit	1.2%
Capital One	1.2%
<b>Total</b>	<b>82.3%</b>

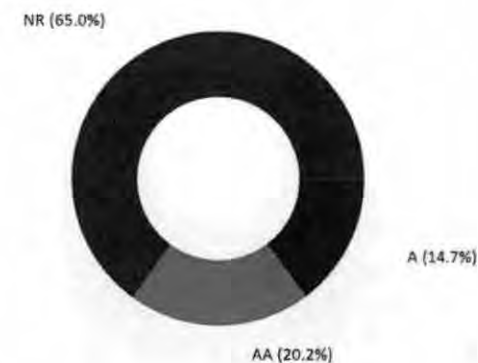
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## Holdings Report

As of April 30, 2018



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3134G8XA2	FHLMC Callable Note 1X 4/27/2017 1% Due 7/27/2018	1,000,000.00	04/13/2016 1.00%	1,000,000.00 1,000,000.00	99.81 1.79%	998,097.00 111.11	2.40% (1,903.00)	Aaa / AA+ AAA	0.24 0.24
3136G2PJ0	FNMA Note 1.01% Due 10/26/2018	500,000.00	10/06/2015 1.01%	500,000.00 500,000.00	99.50 2.03%	497,523.00 70.14	1.20% (2,477.00)	NR / NR NR	0.49 0.48
3136G2HF7	FNMA Callable Note 1X 5/19/2017 1.6% Due 5/19/2020	1,000,000.00	04/21/2015 1.60%	1,000,000.00 1,000,000.00	98.12 2.54%	981,232.00 7,200.00	2.38% (18,768.00)	Aaa / AA+ AAA	2.05 1.99
3130A6LQ8	FHLB Callable Note Qtrly 10/19/2017 1.7% Due 10/19/2020	500,000.00	10/06/2015 1.70%	500,000.00 500,000.00	97.65 2.69%	488,233.00 283.33	1.17% (11,767.00)	Aaa / AA+ AAA	2.47 2.39
3130AAL55	FHLB Callable Note Qtrly 1/26/2018 2% Due 7/26/2021	1,000,000.00	01/17/2017 2.00%	1,000,000.00 1,000,000.00	97.36 2.86%	973,594.00 5,277.78	2.35% (26,406.00)	Aaa / AA+ NR	3.24 3.09
3134G95L7	FHLMC Callable Note Qtrly 11/25/2016 1.6% Due 8/25/2021	1,000,000.00	08/04/2016 1.60%	1,000,000.00 1,000,000.00	96.24 2.79%	962,421.00 2,933.33	2.32% (37,579.00)	Aaa / AA+ AAA	3.32 3.19
3136G3Y25	FNMA Callable Note Qtrly 8/25/2017 1.5% Due 8/25/2021	1,000,000.00	08/04/2016 1.50%	1,000,000.00 1,000,000.00	95.72 2.86%	957,226.00 2,750.00	2.31% (42,774.00)	Aaa / AA+ AAA	3.32 3.19
3134GAQ31	FHLMC Callable Note Qtrly 1/26/2018 2.15% Due 1/26/2022	1,000,000.00	01/17/2017 2.15%	1,000,000.00 1,000,000.00	97.28 2.92%	972,787.00 5,673.61	2.35% (27,213.00)	Aaa / AA+ AAA	3.75 3.54
<b>Total Agency</b>		<b>7,000,000.00</b>	<b>1.60%</b>	<b>7,000,000.00</b>	<b>2.59%</b>	<b>6,831,113.00</b> <b>24,299.30</b>	<b>16.49%</b> <b>(168,887.00)</b>	<b>Aaa / AA+ AAA</b>	<b>2.47</b> <b>2.37</b>
<b>COLLATERALIZED CD</b>									
45927P\$00	International City Bank Collateralized CD 0.4% Due 5/22/2018	249,000.00	05/22/2017 0.40%	249,000.00 249,000.00	100.00 0.40%	249,000.00 43.66	0.60% 0.00	NR / NR NR	0.06 0.06
684000\$01	Opus Bank Collateralized CD 0.65% Due 6/28/2018	250,228.20	06/28/2017 0.65%	250,228.20 250,228.20	100.00 0.65%	250,228.20 4.46	0.60% 0.00	NR / NR NR	0.16 0.16
<b>Total Collateralized CD</b>		<b>499,228.20</b>	<b>0.53%</b>	<b>499,228.20</b>	<b>0.53%</b>	<b>499,228.20</b> <b>48.12</b>	<b>1.20%</b> <b>0.00</b>	<b>NR / NR NR</b>	<b>0.11</b> <b>0.11</b>



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<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	17,673,481.58	Various 1.70%	17,673,481.58 17,673,481.58	1.00 1.70%	17,673,481.58 22,985.41	42.55% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>17,673,481.58</b>	<b>1.70%</b>	<b>17,673,481.58</b>	<b>1.70%</b>	<b>17,673,481.58</b> <b>22,985.41</b>	<b>42.55%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>LOCAL GOV INVESTMENT POOL</b>									
09CATR\$04	CalTrust Short Term Fund	205,004.56	Various 1.83%	2,054,134.96 2,054,134.96	10.01 1.83%	2,052,095.65 0.00	4.93% (2,039.31)	NR / AA NR	0.00 0.00
09CATR\$05	CalTrust Medium Term Fund	619,052.64	Various 2.17%	6,227,038.55 6,227,038.55	9.90 2.17%	6,128,621.12 0.00	14.74% (98,417.43)	NR / A+ NR	0.00 0.00
<b>Total Local Gov Investment Pool</b>		<b>824,057.20</b>	<b>2.09%</b>	<b>8,281,173.51</b> <b>8,281,173.51</b>	<b>2.09%</b>	<b>8,180,716.77</b> <b>0.00</b>	<b>19.67%</b> <b>(100,456.74)</b>	<b>NR / AA-</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>NEGOTIABLE CD</b>									
05581WJT3	BMO Harris Bank Negotiable CD 1.05% Due 8/17/2018	248,000.00	08/11/2016 1.04%	248,000.00 248,000.00	99.75 1.90%	247,376.03 513.67	0.60% (623.97)	NR / NR NR	0.30 0.30
58958PEA8	Meridian Corp Negotiable CD 1.45% Due 9/28/2018	248,000.00	09/21/2017 1.42%	248,000.00 248,000.00	99.84 1.86%	247,593.53 19.70	0.60% (406.47)	NR / NR NR	0.41 0.41
20451PFD3	Compass Bank Negotiable CD 2% Due 10/9/2018	248,000.00	10/03/2013 2.00%	248,000.00 248,000.00	100.06 1.87%	248,141.11 298.96	0.60% 141.11	NR / NR NR	0.44 0.44
49306SVH6	Key Bank Negotiable CD 1.35% Due 10/15/2018	248,000.00	10/06/2015 1.34%	248,000.00 248,000.00	99.91 1.55%	247,778.29 155.93	0.60% (221.71)	NR / NR NR	0.46 0.46
9497482T3	Wells Fargo Corp Negotiable CD 1.55% Due 11/19/2018	248,000.00	11/10/2015 1.54%	248,000.00 248,000.00	99.84 1.85%	247,601.22 136.91	0.60% (398.78)	NR / NR NR	0.56 0.55
29266NG43	Enerbank USA Negotiable CD 1.7% Due 12/18/2018	248,000.00	12/12/2014 1.70%	248,000.00 248,000.00	99.83 1.96%	247,587.08 150.16	0.60% (412.92)	NR / NR NR	0.64 0.63
77579ABZ8	Rollstone Bank & Trust Negotiable CD 1.4% Due 3/1/2019	248,000.00	02/15/2017 1.40%	248,000.00 248,000.00	99.45 2.07%	246,632.03 580.25	0.59% (1,367.97)	NR / NR NR	0.84 0.82

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<b>NEGOTIABLE CD</b>									
20033AST4	Comenity Capital Bank Negotiable CD 1.25% Due 4/24/2019	248,000.00	10/14/2016 1.25%	248,000.00 248,000.00	98.92 2.36%	245,315.40 59.45	0.59% (2,684.60)	NR / NR NR	0.98 0.98
58403B3T1	Medallion Bank Utah Negotiable CD 1.2% Due 4/26/2019	248,000.00	04/15/2016 1.20%	248,000.00 248,000.00	99.25 1.97%	246,136.78 40.77	0.59% (1,863.22)	NR / NR NR	0.99 0.98
02006LF32	Ally Bank Negotiable CD 1.2% Due 7/1/2019	248,000.00	06/24/2016 1.19%	248,000.00 248,000.00	98.79 2.25%	245,002.92 994.72	0.59% (2,997.08)	NR / NR NR	1.17 1.15
795450SJ5	Sallie Mae Bank Negotiable CD 2.1% Due 8/13/2019	248,000.00	08/07/2014 2.10%	248,000.00 248,000.00	99.64 2.38%	247,110.92 1,098.67	0.60% (889.08)	NR / NR NR	1.29 1.26
06740KHS9	Barclays Bank Delaware Negotiable CD 2.1% Due 8/13/2019	248,000.00	08/07/2014 2.10%	248,000.00 248,000.00	99.63 2.39%	247,079.42 1,098.67	0.60% (920.58)	NR / NR NR	1.29 1.26
61747MYW5	Morgan Stanley Bank Negotiable CD 1.7% Due 9/9/2019	250,000.00	08/29/2017 1.68%	250,000.00 250,000.00	99.18 2.32%	247,939.75 640.41	0.60% (2,060.25)	NR / NR NR	1.36 1.33
61760ADT3	Morgan Stanley Private Bank Negotiable CD 1.75% Due 9/9/2019	250,000.00	08/29/2017 1.73%	250,000.00 250,000.00	99.24 2.32%	248,106.75 659.25	0.60% (1,893.25)	NR / NR NR	1.36 1.33
56062HAC3	MainSource Bank Negotiable CD 1.65% Due 10/15/2019	250,000.00	10/06/2017 1.64%	250,000.00 250,000.00	98.98 2.37%	247,460.50 203.42	0.60% (2,539.50)	NR / NR NR	1.46 1.43
22766ABT1	Crossfirst Bank Negotiable CD 1.65% Due 10/18/2019	250,000.00	10/06/2017 1.62%	250,000.00 250,000.00	98.97 2.37%	247,433.00 124.32	0.60% (2,567.00)	NR / NR NR	1.47 1.43
063248EY0	Bank Leumi USA NY Negotiable CD 2% Due 12/17/2019	248,000.00	12/12/2014 2.00%	248,000.00 248,000.00	99.45 2.35%	246,629.06 1,834.52	0.60% (1,370.94)	NR / NR NR	1.63 1.59
63969ABR4	Nebraska State Bank & Trust Negotiable CD 1.2% Due 1/15/2020	248,000.00	03/31/2016 1.20%	248,000.00 248,000.00	98.62 2.02%	244,580.82 130.45	0.59% (3,419.18)	NR / NR NR	1.71 1.69
31938QL36	First Business Negotiable CD 1.55% Due 3/6/2020	248,000.00	04/28/2015 1.54%	248,000.00 248,000.00	98.23 2.53%	243,616.85 1,832.48	0.59% (4,383.15)	NR / NR NR	1.85 1.80
02587DXU7	American Express Centurion Negotiable CD 2% Due 5/7/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	98.43 2.80%	246,077.50 2,397.26	0.60% (3,922.50)	NR / NR NR	2.02 1.95
254672NN4	Discover Bank Negotiable CD 2% Due 5/13/2020	250,000.00	05/06/2015 2.00%	250,000.00 250,000.00	98.80 2.61%	247,002.50 2,315.07	0.60% (2,997.50)	NR / NR NR	2.04 1.96
02587CFZ8	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	08/29/2017 1.94%	250,000.00 250,000.00	97.99 2.83%	244,982.75 747.95	0.59% (5,017.25)	NR / NR NR	2.36 2.28

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NEGOTIABLE CD									
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	08/29/2017 1.90%	250,000.00 250,000.00	98.19 2.69%	245,481.00 611.64	0.59% (4,519.00)	NR / NR NR	2.38 2.30
14042RAK7	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	09/24/2015 2.25%	248,000.00 248,000.00	98.96 2.70%	245,411.87 489.21	0.59% (2,588.13)	NR / NR NR	2.42 2.34
05580ACZ5	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	09/24/2015 2.20%	248,000.00 248,000.00	98.96 2.65%	245,410.14 478.33	0.59% (2,589.86)	NR / NR NR	2.42 2.34
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	11/17/2015 2.30%	245,000.00 245,000.00	98.69 2.83%	241,786.58 2,423.82	0.59% (3,213.42)	NR / NR NR	2.58 2.46
98878BER5	Zions Bank Negotiable CD 1.7% Due 2/16/2021	248,000.00	02/09/2017 1.70%	248,000.00 248,000.00	97.10 2.78%	240,795.85 854.75	0.58% (7,204.15)	NR / NR NR	2.80 2.70
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	248,000.00	03/31/2016 1.50%	248,000.00 248,000.00	97.52 2.42%	241,838.94 305.75	0.58% (6,161.06)	NR / NR NR	2.83 2.74
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	248,000.00	02/09/2017 1.73%	248,000.00 248,000.00	97.17 2.79%	240,984.82 737.21	0.58% (7,015.18)	NR / NR NR	2.84 2.73
140420XR6	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	248,000.00	03/30/2016 1.70%	248,000.00 248,000.00	97.42 2.62%	241,601.35 288.77	0.58% (6,398.65)	NR / NR NR	2.94 2.84
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	248,000.00	03/31/2016 1.40%	248,000.00 248,000.00	97.37 2.32%	241,465.45 152.20	0.58% (6,534.55)	NR / NR NR	2.96 2.89
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	248,000.00	06/24/2016 1.55%	248,000.00 248,000.00	96.29 2.78%	238,797.96 1,295.38	0.58% (9,202.04)	NR / NR NR	3.17 3.04
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	248,000.00	09/20/2016 1.55%	248,000.00 248,000.00	95.54 2.92%	236,929.03 252.76	0.57% (11,070.97)	NR / NR NR	3.44 3.31
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	97.20 2.83%	241,052.78 961.08	0.58% (6,947.22)	NR / NR NR	3.80 3.61
Total Negotiable CD		8,445,000.00	1.69%	8,445,000.00	2.39%	8,328,739.98 24,883.89	20.09% (116,260.02)	NR / NR NR	1.79 1.74
TOTAL PORTFOLIO		34,441,766.98	1.74%	41,898,883.29 41,898,883.29	2.05%	41,513,279.53 72,216.72	100.00% (385,603.76)	Aaa / AA AAA	0.77 0.74
TOTAL MARKET VALUE PLUS ACCRUED						41,585,496.25			