



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall
1700 W. 162nd Street, Gardena, California
Website: www.cityofgardena.org

TASHA CERDA, *Mayor*
MARK E. HENDERSON, *Mayor Pro Tem*
PAULETTE C. FRANCIS, *Council Member*
ART KASKANIAN, *Council Member*
RODNEY G. TANAKA, *Council Member*

MINA SEMENZA, *City Clerk*
J. INGRID TSUKIYAMA, *City Treasurer*
CLINT OSORIO, *City Manager*
CARMEN VASQUEZ, *City Attorney*
LISA KRANITZ, *Assistant City Attorney*
PETER L. WALLIN, *Deputy City Attorney*

Tuesday, July 28, 2020

Open Session – 7:30 p.m.

In order to minimize the spread of the COVID 19 virus Governor Newsom has issued Executive Orders that temporarily suspend requirements of the Brown Act. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at [youtube.com/Cityofgardena](https://www.youtube.com/Cityofgardena)
2. PARTICIPATE BEFORE THE MEETING by emailing the Records Management Coordinator at bromero@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line. Comments will be read into the record up to the time limit of three (3) minutes.
3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
 - Join Zoom Meeting Via the Internet or Via Phone Conference
Direct URL: <https://us02web.zoom.us/j/88911423174>
Phone number: US: +1 669 900 9128, Meeting ID: 889 1142 3174
 - If you wish to speak live on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.
4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email bromero@cityofgardena.org at least 24 hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

The City of Gardena thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

**STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY
AT ALL PUBLIC MEETINGS**

- Treat everyone **courteously**;
- Listen to others **respectfully**;
- Exercise **self-control**;
- Give **open-minded** consideration to all viewpoints;
- Focus on the issues and **avoid personalizing debate**; and
- **Embrace respectful disagreement** and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

Thank you for your attendance and cooperation.

1. ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

Public comment is permitted only on the items that have been described on this agenda (GC §54954.3).

2. CLOSED SESSION – *No Items*

3. PLEDGE OF ALLEGIANCE & INVOCATION

4. PRESENTATIONS, PROCLAMATIONS, & APPOINTMENTS

A. PRESENTATIONS – *None*

B. PROCLAMATIONS – *None*

C. APPOINTMENTS

**(1) Council Appointments to Commissions, Committees, Councils, and Boards
(Appointees to be Ratified and Sworn In)**

- (a) Human Services Commission
- (b) Planning and Environmental Quality Commission
- (c) Recreation and Parks Commission
- (d) Senior Citizens Commission
- (e) Gardena Youth Commission
- (f) Gardena Beautification Committee
- (g) Gardena Economic Business Advisory Council
- (h) Gardena Rent Mediation Board, Owner Representative
- (i) Gardena Rent Mediation Board, Tenant Representative
- (j) Gardena Rent Mediation Board, At-Large Representative

5. CONSENT CALENDAR

NOTICE TO THE PUBLIC

Roll Call Vote Required on Consent Calendar All matters listed under the Consent Calendar will be enacted by one motion unless a Council member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

A. Waiver of Reading in Full of All Ordinances Listed on This Agenda and That They Be Read by Title Only

B. CITY CLERK

(1) Affidavit of Posting Agenda on July 24, 2020

C. CITY TREASURER

(1) Approval of Warrants / Payroll Register

(a) July 28, 2020

(2) Monthly Portfolio

(a) June 2020

D. CITY MANAGER

(1) Personnel Report No. P-2020-13

(2) GTRANS – Approve Agreements with Los Angeles County and the city of Hawthorne and the City of Gardena for Paratransit Service

(3) PW – Approve a Contract Change Order to the Professional Services Agreement for the Traffic Signal Reconstruction on Vermont Avenue at Redondo Beach Boulevard and Rosecrans Avenue, JN 930, Totaling \$22,649.00 to Iteris, Inc.

(4) PW - Reject a Bid and Re-Bid for the Primm Memorial Pool Expansion and Improvements Project – Pool Facility Building Demolition Phase, JN 978

6. EXCLUDED CONSENT CALENDAR

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

A. July 21, 2020, MEETING – ***Meeting Cancelled***

8. DEPARTMENTAL ITEMS

A. ADMINISTRATIVE SERVICES

- (1) Approval of Blanket Purchase Orders for Fiscal Year 20-21
Staff Recommendation: Approve Blanket Purchase Orders

B. COMMUNITY DEVELOPMENT

- (1) PUBLIC HEARING: ORDINANCE NO. 1820: Introduction of an Ordinance making changes to Title 18 of the Gardena Municipal Code relating to Residential Development and Time Extensions for Entitlements
Applicant: City of Gardena
Staff Recommendation: Conduct Public Hearing (Note: Each speaker's comments to be limited to three [3] Minutes); Introduce Ordinance No. 1820

C. ELECTED & ADMINISTRATIVE OFFICES

- (1) RESOLUTION NO. 6473, Approving the Borrowing of Funds for Fiscal Year 2020-2021 Pursuant to a Revolving Line of Credit with U.S. Bank National Association
Staff Recommendation: Adopt Resolution No. 6473
- (2) RESOLUTION NO. 6474, Authorizing the Issuance and Sale of Bonds to refund certain Pension Obligations of the City, approving the form and authorizing the execution of a Trust Agreement, authorizing judicial validation proceedings relating to the issuance of such bonds and authorizing actions related thereto
- (a) Approve Resolution No. 6474, authorizing the Issuance and Sale of Bonds to refund certain Pension Obligations of the City, approve the form and authorizing the execution of a Trust Agreement, authorize judicial validation proceedings relating to the issuance of such bonds and authorize actions related thereto; and,
- (b) Authorize the City Manager and the Chief Fiscal Officer to take all administrative and budgetary actions necessary to perform the bond issuance, including the negotiation and execution of agreements with Quint & Thimmig LLP for judicial validation proceedings, bond counsel, and disclosure counsel services; KNN Public Finance to act as municipal advisor; and US Bank National Association to act as trustee
- Staff Recommendation: Adopt Resolution No 6474 and Authorize City Manager and Chief Fiscal Officer to take all Administrative and Budgetary actions necessary**

D. PUBLIC WORKS – *No Items*

E. POLICE – *No Items*

F. RECREATION & HUMAN SERVICES – *No Items*

G. TRANSPORTATION – *No Items*

9. COUNCIL ITEMS, DIRECTIVES, & REMARKS

A. COUNCIL ITEMS – *No Items*

B. COUNCIL DIRECTIVES

C. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

D. COUNCIL REMARKS

- (1) MAYOR PRO TEM HENDERSON
- (2) COUNCIL MEMBER FRANCIS
- (3) COUNCIL MEMBER KASKANIAN
- (4) MAYOR CERDA
- (5) COUNCIL MEMBER TANAKA

10. ANNOUNCEMENTS

11. REMEMBRANCES

Mrs. Shirley A. Glaspie, 71 years of age, beloved sister of GTrans' Transportation Operations Supervisor, Uneice Jones.

12. ADJOURNMENT

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. and followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, August 11, 2020.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at www.CityofGardena.org.

Dated this 24th day of July 2020

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

MEMORANDUM

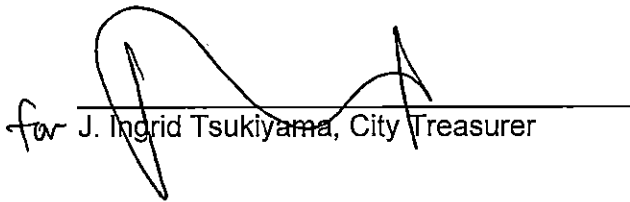
TO: Honorable Mayor and City Council
FROM: Treasurer's Department
DATE: July 23, 2020
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

(a) July 14, 2020 TOTAL WARRANTS ISSUED: \$2,923,887.65

Wire Transfer: 11900-11903
Prepay:
Check Numbers: 159871-160049
Checks Voided:

Total Pages of Register: 20

July 17, 2020 TOTAL PAYROLL ISSUED: \$2,191,423.98


for J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

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Voucher List
CITY OF GARDENA

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
11900	6/29/2020	103768 U.S. TREASURY	062920		QUARTERLY FEDERAL EXCISE TAX RE	822.96
					Total :	822.96
11901	7/15/2020	104058 ADMINISURE INC.	071520		WORKERS' COMP CLAIMS	66,032.07
					Total :	66,032.07
11902	7/20/2020	110223 CSAC EXCESS INSURANCE, AUTHORITY	21100063/21300036		ANNUAL INSURANCE RENEWALS - FY	694,882.00
					Total :	694,882.00
11903	7/20/2020	110183 ALLIANT INSURANCE SERVICES, INC.	2020-21		ANNUAL INSURANCE RENEWAL - FY 20	199,320.64
					Total :	199,320.64
159871	7/28/2020	106086 ABC COMPANIES	3064035 3064531 3101763 3103835		GTRANS PARTS SUPPLIES GTRANS PARTS SUPPLIES GTRANS PARTS SUPPLIES GTRANS PARTS SUPPLIES	9.69 20.81 1,440.50 1,622.99
					Total :	3,093.99
159872	7/28/2020	108656 ACCELA	INV-ACC52137	023-01283	PUBLIC STUFF -RENEWAL FY 2020-202	11,991.40
					Total :	11,991.40
159873	7/28/2020	105149 ADAMSON POLICE PRODUCTS	SC075461	035-01008	PD TACTICAL EQUIPMENT & SUPPLIES	3,320.04
					Total :	3,320.04
159874	7/28/2020	106110 ADVANCED BENEFIT SOLUTIONS, LLC	AUGUST 2020		HEALTH, DENTAL & LIFE INSURANCE	104,771.22
					Total :	104,771.22
159875	7/28/2020	111130 ADVANCED INFRASTRUCTURE, TECHNOLOGI	200414	024-00648	PW MAINT SUPPLIES	5,554.94
					Total :	5,554.94
159876	7/28/2020	101748 AFTERMARKET PARTS COMPANY LLC, THE	82054034 82125844 82132851 82132997	037-09891	GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS	13,320.18 20.63 1,640.44 318.09
					Total :	15,299.34
159877	7/28/2020	100810 ALBERT GROVER & ASSOCIATES	20241	024-00656	RADAR SPEED SURVEY	300.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159877	7/28/2020	100810 100810 ALBERT GROVER & ASSOCIATES	(Continued)		Total :	300.00
159878	7/28/2020	101628 AQUA-FLO SUPPLY	1563812		PARK MAINT SUPPLIES	70.48
					Total :	70.48
159879	7/28/2020	105293 ARC DOCUMENT SOLUTIONS, LLC	10665820		SCANNING SERVICES - AQUATIC CEN1	185.30
					Total :	185.30
159880	7/28/2020	101459 ASBURY ENVIRONMENTAL SERVICES	1500-00576629		USED OIL SERVICE CHARGE	160.00
					Total :	160.00
159881	7/28/2020	104687 AT&T	14974554		TELEPHONE	261.75
					Total :	261.75
159882	7/28/2020	616090 AT&T	3103232408 07/01/20		TELEPHONE	981.54
					Total :	981.54
159883	7/28/2020	100964 AT&T MOBILITY	287275680401X7012020		PD CELL PHONE ACCT #287275680401	180.62
			287275681023X6012020		PD CELL PHONE ACCT #287275681023	1,001.29
			287275681023X7012020		PD CELL PHONE ACCT #287275681023	522.83
			287298156560X7102020		CITYWIDE COVID-19 EMERGENCY COI	-995.18
			835577878X03012020		PD CELL PHONE ACCT #835577878~	602.57
			835577878X04012020		PD CELL PHONE ACCT #835577878~	602.63
			835577878X05012020		PD CELL PHONE ACCT #835577878~	601.39
			835577878X06012020		PD CELL PHONE ACCT #835577878~	601.39
			835577878X07012020		PD CELL PHONE ACCT #835577878~	602.58
					Total :	3,720.12
159884	7/28/2020	110686 AZTECH ELEVATOR COMPANY	AZ16631	024-00614	ELEVATOR MAINTENANCE - NCC	285.00
			AZ16632	024-00614	ELEVATOR MAINTENANCE - PW	285.00
			AZ16633	024-00614	ELEVATOR MAINTENANCE - CITY HALL	100.00
			AZ16634	024-00614	ELEVATOR MAINTENANCE - NCC	100.00
			AZ16635	024-00614	ELEVATOR MAINTENANCE - GTRANS	285.00
			AZ16636	024-00614	ELEVATOR MAINTENANCE - GTRANS	83.33
					Total :	1,138.33
159885	7/28/2020	110190 BASNET FAMILY CHILD CARE	JUNE 2020		CHILD CARE PROVIDER	4,042.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159885	7/28/2020	110190 110190 BASNET FAMILY CHILD CARE	(Continued)		Total :	4,042.00
159886	7/28/2020	102135 BEHREND, KENT	00002061	023-01289	NETWORK PERFORMANCE & CONFIGI	6,045.00
					Total :	6,045.00
159887	7/28/2020	107747 BENGAR PRODUCTIONS	6565		PRINTING - 2020 CENSUS	325.00
					Total :	325.00
159888	7/28/2020	108715 BOBBS, CINDY	JUNE 2020		CHILD CARE PROVIDER	2,572.00
					Total :	2,572.00
159889	7/28/2020	110938 BRANDON'S FAMILY CHILDCARE	JUNE 2020		CHILD CARE PROVIDER	1,892.00
					Total :	1,892.00
159890	7/28/2020	103029 CALIFORNIA FENCE & SUPPLY	M0928IN		PARK MAINT SUPPLIES	21.70
					Total :	21.70
159891	7/28/2020	110538 CANNON COMPANY	72786	024-00628	170TH STREET IMPROVEMENT JN944	2,279.12
					Total :	2,279.12
159892	7/28/2020	823003 CARL WARREN & COMPANY	JUNE 2020		CLAIMS MANAGEMENT	1,417.75
					Total :	1,417.75
159893	7/28/2020	803420 CARPENTER, ROTHANS & DUMONT, LAW OFF	35635		PROFESSIONAL SERVICES	72.00
			35636		PROFESSIONAL SERVICES	225.00
			35637		PROFESSIONAL SERVICES	2,608.30
			35638		PROFESSIONAL SERVICES	342.00
			35639		PROFESSIONAL SERVICES	702.00
			35640		PROFESSIONAL SERVICES	262.80
			35641		PROFESSIONAL SERVICES	378.00
			35642		PROFESSIONAL SERVICES	1,787.25
			35643		PROFESSIONAL SERVICES	93.60
			35644		PROFESSIONAL SERVICES	414.00
			35645		PROFESSIONAL SERVICES	1,044.00
					Total :	7,928.95
159894	7/28/2020	103489 CF UNITED LLC	144-H 060120-063020		CAR WASH - JUNE 2020	132.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159894	7/28/2020	103489 103489 CF UNITED LLC	(Continued)		Total :	132.00
159895	7/28/2020	110605 CHANDLER ASSET MANAGEMENT	2006GARDENA	013-00027	INVESTMENT SERVICES - JUNE 2020	1,367.83
					Total :	1,367.83
159896	7/28/2020	108378 CHARLES E. THOMAS COMPANY INC.	60745	037-09930	FUELING SENSOR REPLACEMENT ANI	4,427.68
					Total :	4,427.68
159897	7/28/2020	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/	JUNE 2020		CHILD CARE PROVIDER	3,344.00
					Total :	3,344.00
159898	7/28/2020	110122 COMMANDSTAT ANALYTICS, INC	171		DATABASE MGMT & REPORTING PREP	1,800.00
					Total :	1,800.00
159899	7/28/2020	103274 CONTRERAS, LUIS	SUMMER 2020		EDUCATIONAL REIMBURSEMENT	945.00
					Total :	945.00
159900	7/28/2020	103512 CRENSHAW LUMBER CO.	71609 77755		STREET MAINT SUPPLIES STREET MAINT SUPPLIES	258.12 223.86
					Total :	481.98
159901	7/28/2020	107082 CXTEC INC.	7040350	023-01282	POWEREDGE R730XD SERVER	16,004.95
					Total :	16,004.95
159902	7/28/2020	104736 D&R OFFICE WORKS, INC.	0118422		(10) CHAIRS FOR REC & IT	1,177.13
					Total :	1,177.13
159903	7/28/2020	204263 DAVIS, CLARENCE CECIL	052820		SETTLEMENT - I.DAVIS;AD LITEM, C.D/	750.00
					Total :	750.00
159904	7/28/2020	312558 DEPARTMENT OF ANIMAL CARE, & CONTROL	JUNE 2020	039-00061	MONTHLY HOUSING SERVICES - JUNE	7,673.15
					Total :	7,673.15
159905	7/28/2020	303459 DEPARTMENT OF JUSTICE	455948		FINGERPRINT APPS - JUNE 2020	416.00
					Total :	416.00
159906	7/28/2020	104500 DOOLEY ENTERPRISES, INC	58256	035-01010	PD AMMUNITION SUPPLIES	18,205.44
					Total :	18,205.44

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159907	7/28/2020	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI	JUNE 2020		CHILD CARE PROVIDER	4,115.00
					Total :	4,115.00
159908	7/28/2020	103795 ESCALANTE FAMILY CHILD CARE	JUNE 2020		CHILD CARE PROVIDER	2,562.00
					Total :	2,562.00
159909	7/28/2020	107510 ESCALANTE, WENDY E.	JUNE 2020		CHILD CARE PROVIDER	6,770.00
					Total :	6,770.00
159910	7/28/2020	105693 EXPRESS OIL COMPANY	2007025		CLARIFIER WASTE - TRUCKING, PUMP	1,400.00
					Total :	1,400.00
159911	7/28/2020	110320 EYEDEAL INTERIORS INC	CG005166 CG005321	034-00456	NAKAOKA CONSTRUCTION PROJECT, HUMAN SERVICES BUILDING PROJEC	5,953.00 430.00
					Total :	6,383.00
159912	7/28/2020	100055 FAIR HOUSING FOUNDATION	JUNE 2020		CDBG CONSULTANT	1,496.86
					Total :	1,496.86
159913	7/28/2020	106129 FEDEX	7-062-84565		SHIPPING SERVICES	9.62
					Total :	9.62
159914	7/28/2020	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT	2504922006 2513022006		DRUG TEST/ADMIN FEE DRUG TEST/ADMIN FEE	333.73 21.38
					Total :	355.11
159915	7/28/2020	111170 FIRSTNET	287290395417X7102020 287290885074X7102020 287293416290X7102020 287293420631X4102020 287293420631X6102020 287293420631X7102020 287295242065X7102020		PD CELL PHONE ACCT #287290395417 CITYWIDE CELL PHONE ACCT #287290 PD CELL PHONE ACCT #287293416290 PD CELL PHONE ACCT #287293420631 PD CELL PHONE ACCT #287293420631 PD CELL PHONE ACCT #287293420631 PD CELL PHONE ACCT #287293420631 PD CELL PHONE ACCT #287295242065	447.42 1,832.80 3,183.04 162.68 162.68 163.92 462.99
					Total :	6,415.53
159916	7/28/2020	106545 FLEETPRIDE	55145762		SEWER PROGRAM SUPPLIES	50.00
					Total :	50.00

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159917	7/28/2020	106334 FLORENCE FILTER CORPORATION	0114961		GTRANS AUTO PARTS	187.32
Total :						187.32
159918	7/28/2020	110683 FOBBS-HOLMAN, FAITH	JUNE 2020		CHILD CARE PROVIDER	2,738.00
Total :						2,738.00
159919	7/28/2020	107724 GARCIA, CLAUDIA CRISTINA	JUNE 2020		CHILD CARE PROVIDER	11,216.00
Total :						11,216.00
159920	7/28/2020	207133 GARCIA, NANCY C.	JUNE 2020		CHILD CARE PROVIDER	6,644.00
Total :						6,644.00
159921	7/28/2020	108183 GARDENA ACE HARDWARE	68755		BLDG MAINT SUPPLIES	13.51
Total :						13.51
159922	7/28/2020	107030 GARDENA AUTO PARTS	117828		SEWER PROGRAM SUPPLIES	53.36
			117829		PW AUTO PARTS	31.06
			117840		SEWER PROGRAM SUPPLIES	32.41
			117841		SEWER PROGRAM SUPPLIES	5.40
			117852		SEWER PROGRAM SUPPLIES	3.80
			117878		SEWER PROGRAM SUPPLIES	27.85
			118199		SEWER PROGRAM SUPPLIES	44.45
			118270		SEWER PROGRAM SUPPLIES	449.71
			118293		SEWER PROGRAM SUPPLIES	54.44
			118397		SEWER PROGRAM SUPPLIES	482.29
			118460		SEWER PROGRAM SUPPLIES	45.52
			118461		SEWER PROGRAM SUPPLIES	118.21
			118464		SEWER PROGRAM SUPPLIES	121.19
Total :						1,469.69
159923	7/28/2020	107080 GARDENA BEAR WHEEL	54974		2020 FORD F550 UNIT #82 WHEEL ALIG	110.00
Total :						110.00
159924	7/28/2020	107011 GARDENA VALLEY NEWS, INC.	00097372		NOTICE OF PUBLIC HEARING - AMEND	220.50
			00097373		NOTICE OF INTENT TO ADOPT A MITIG	294.00
Total :						514.50
159925	7/28/2020	110988 GEXPRO	S127862905		GTRANS SHOP SUPPLIES	376.06

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159925	7/28/2020	110988 GEXPRO	(Continued) S127862905.002		GTRANS SHOP SUPPLIES	757.62
					Total :	1,133.68
159926	7/28/2020	106470 GILLIG LLC	40711419		GTRANS AUTO PARTS	1,850.49
					Total :	1,850.49
159927	7/28/2020	619004 GOLDEN STATE WATER CO.	070620		WATER	8,125.19
					Total :	8,125.19
159928	7/28/2020	111476 GRANT, BAYONNE	RECEIPT #183/75531		REFUND - EVENT CANCELED DUE TO I	40.00
					Total :	40.00
159929	7/28/2020	207520 GUALOTUNA, HUGO	SUMMER 2020		EDUCAITONAL REIMBURSEMENT	621.00
					Total :	621.00
159930	7/28/2020	110435 GUERRERO, ANGELICA	JUNE 2020		CHILD CARE PROVIDER	11,368.00
					Total :	11,368.00
159931	7/28/2020	208114 HASSOLDT, MATTHEW S.	070720		MEDICAL REIMBURSEMENT	1,769.65
					Total :	1,769.65
159932	7/28/2020	108607 HENDERSON-BATISTE, TANEKA	JUNE 2020		CHILD CARE PROVIDER	4,058.00
					Total :	4,058.00
159933	7/28/2020	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	070820 SIN002019	023-01249	CNG FUEL - JUNE 2020 SALES TAX - REPORTING & AUDITING :	399.97 2,399.29
					Total :	2,799.26
159934	7/28/2020	108434 HOME DEPOT CREDIT SERVICES	0273704		HOME IMPROVEMENT PROGRAM	-29.69
				G		
			1101128		PD PROGRAM SUPPLIES	82.38
			1354010		PD PROGRAM SUPPLIES	49.71
			1520019		BLDG MAINT SUPPLIES	236.65
			4904759		PD PROGRAM SUPPLIES	102.70
			5280272		BLDG MAINT SUPPLIES	-25.14
			7362729		BLDG MAINT SUPPLIES	1,034.98
			8271579		HOME IMPROVEMENT PROGRAM	-42.21

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159934	7/28/2020	108434 HOME DEPOT CREDIT SERVICES	(Continued)	G		
					Total :	1,409.38
159935	7/28/2020	108430 HOME PIPE & SUPPLY	F21655	024-00663	BLDG MAINT SUPPLIES	2,135.37
			F23425		BLDG MAINT SUPPLIES	76.08
			F23441		BLDG MAINT SUPPLIES	11.51
					Total :	2,222.96
159936	7/28/2020	100275 HONEYWELL	5252128984R	024-00642	HVAC SYSTEM PROJECT ROWLEY PAF	61,424.71
			5252128985		SERVICE CALL - DUCT WORK	978.74
					Total :	62,403.45
159937	7/28/2020	100994 INSIGHT PUBLIC SECTOR, INC.	1100738548	023-01256	COHESIVE DATA PLATFORM	3,764.53
					Total :	3,764.53
159938	7/28/2020	110222 INTERAMERICAN MOTOR, LLC	62752906		GTRANS AUTO PARTS	445.23
					Total :	445.23
159939	7/28/2020	103064 ITERIS, INC.	123124	037-09892	BUS SIGNAL PRIORITY PROJECT	59,562.38
					Total :	59,562.38
159940	7/28/2020	108555 JALISCO TIRE & AUTO REPAIR	070320		(2) FLAT REPAIRS	15.00
					Total :	15.00
159941	7/28/2020	110010 JANEK CORPORATION, THE	108604		GTRANS SHOP SUPPLIES	1,905.30
			108605		GTRANS SHOP SUPPLIES	1,576.80
					Total :	3,482.10
159942	7/28/2020	107746 JAS PACIFIC	BI 13608-B	032-00062	BUILDING INSPECTOR SERVICES - API	3,527.62
					Total :	3,527.62
159943	7/28/2020	105226 JEKAL FAMILY CHILD CARE	JUNE 2020		CHILD CARE PROVIDER	7,246.00
					Total :	7,246.00
159944	7/28/2020	110014 JENKINS, JOAN STEIN	03/02-03/30/20		MONTHLY CITY PROSECUTOR CHARG	2,100.00
			04/02-05/14/20		MONTHLY CITY PROSECUTOR CHARG	1,332.00

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159944	7/28/2020	110014 110014 JENKINS, JOAN STEIN	(Continued)		Total :	3,432.00	
159945	7/28/2020	110853 JONES & MAYER	97809	023-01257	ATTORNEY SERVICES	9,800.00	
					Total :	9,800.00	
159946	7/28/2020	110456 KHAIRZADA FAMILY CHILD CARE	JUNE 2020		CHILD CARE PROVIDER	2,839.00	
					Total :	2,839.00	
159947	7/28/2020	111517 KIRK'S AUTOMOTIVE INC.	1040207		GTRANS SHOP SUPPLIES	228.73	
					Total :	228.73	
159948	7/28/2020	111045 KJ SERVICES	1919		BOTTLE & CAN RECYCLING PROGRAM	255.00	
			1920		USED OIL PROGRAM EXPENSE - JUNE	233.75	
					Total :	488.75	
159949	7/28/2020	110848 KREUZER CONSULTING GROUP	20-068	024-00644	CONSULTING SERVICES - LOCAL STRE	22,245.50	
			20-086	024-00616	CONSULTING SERVICES - WESTERN A	10,310.00	
					Total :	32,555.50	
159950	7/28/2020	312238 L.A. COUNTY CLERK	070120		NOTICE OF EXEMPTION - MAS FUKAI	75.00	
					Total :	75.00	
159951	7/28/2020	312240 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	20060806098	024-00587	INDUSTRIAL WASTE SERVICES	15,975.30	
			20060806409	024-00587	TRAFFIC SIGNAL MAINT - HIGHWAY SA	3,533.88	
					Total :	19,509.18	
159952	7/28/2020	312039 L.A. COUNTY FIRE DEPARTMENT	C0009502	023-01284	FIRE PROTECTION SERVICES - AUGUS	785,082.50	
					Total :	785,082.50	
159953	7/28/2020	312113 L.A. COUNTY SHERIFF'S DEPT	203931BL		INMATE MEAL DELIVERY PROGRAM -	249.70	
					Total :	249.70	
159954	7/28/2020	109939 LA UNIFORMS & TAILORING	5499		COVID-19 EMERGENCY SUPPLIES	165.38	
			5517		PD UNIFORM SUPPLIES	115.71	
			5554		PD UNIFORM SUPPLIES	319.50	
			5586		COVID-19 EMERGENCY SUPPLIES	396.90	
			5691		PD UNIFORM SUPPLIES	99.11	
			5694		PD UNIFORM SUPPLIES	165.26	

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159954	7/28/2020	109939 LA UNIFORMS & TAILORING	(Continued) 5716 5717		PD UNIFORM SUPPLIES PD UNIFORM SUPPLIES	647.50 631.02
					Total :	2,540.38
159955	7/28/2020	112015 LACERDA, DALVANICE	JUNE 2020		CHILD CARE PROVIDER	9,509.00
					Total :	9,509.00
159956	7/28/2020	112014 LAKESHORE LEARNING MATERIALS	1814370720		REC PROGRAM SUPPLIES	528.23
					Total :	528.23
159957	7/28/2020	111479 LAW OFFICES OF ALBERT CHANG	061220		SETTLEMENT - C.DAVIS V. GARDENA	2,441.45
					Total :	2,441.45
159958	7/28/2020	110777 LEARN N PLAY FAMILY DAYCARE	JUNE 2020		CHILD CARE PROVIDER	3,894.00
					Total :	3,894.00
159959	7/28/2020	111471 LEEHOY, ROBERT	070120		SETTLEMENT - R.LEEHOY V. GARDEN/	182.30
					Total :	182.30
159960	7/28/2020	108237 LEO WEB PROTECT	2687		POLICE PRIVACY SERVICE SUBSCRIP	1,999.98
					Total :	1,999.98
159961	7/28/2020	108023 LEXIPOL LLC	INV3730	035-01011	LAW ENFORCEMENT MANAGEMENT S	7,400.00
					Total :	7,400.00
159962	7/28/2020	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20200630		MONTHLY SUBSCRIPTION FEE	609.75
					Total :	609.75
159963	7/28/2020	112260 LIEBERT CASSIDY WHITMORE	1499572		PROFESSIONAL SERVICES	43,726.00
					Total :	43,726.00
159964	7/28/2020	102233 LITTLE PEOPLE DAY CARE	JUNE 2020		CHILD CARE PROVIDER	5,618.00
					Total :	5,618.00
159965	7/28/2020	109517 LOAD N' GO BUILDING MATERIALS	15608		STREET MAINT SUPPLIES	91.91
					Total :	91.91

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159966	7/28/2020	312665 LOS ANGELES SUPERIOR COURT	APR-JUN 2020	035-00957	PARKING CITATION SURCHARGE	40,892.00
Total :						40,892.00
159967	7/28/2020	112615 LU'S LIGHTHOUSE, INC.	01172470		GTRANS SHOP SUPPLIES	656.58
Total :						656.58
159968	7/28/2020	113301 M & K METAL CO.	225776		STREET MAINT SUPPLIES	21.46
Total :						21.46
159969	7/28/2020	105082 MAJESTIC LIGHTING, INC.	ML77764		SIGNS/SIGNALS SUPPLIES	25.35
Total :						25.35
159970	7/28/2020	109203 MAKAI SOLUTIONS	3839	037-09872	REPAIR - BAY #1, #12/13, #16, #14-15 &	7,038.70
			3846	037-09872	REPAIR FUEL ISLAND	1,303.10
			3852	037-09872	REPAIR OIL PUMP	436.91
Total :						8,778.71
159971	7/28/2020	107644 MARTINEZ, CHERYL NAOMI	JUNE 2020		CHILD CARE PROVIDER	7,016.00
Total :						7,016.00
159972	7/28/2020	104773 MARTINEZ, KAMBY	JUNE 2020		CHILD CARE PROVIDER	7,859.00
Total :						7,859.00
159973	7/28/2020	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC.	P30262		FIRE EXTINGUISHER SERVICE - GTRAI	1,074.09
Total :						1,074.09
159974	7/28/2020	110635 MATHIEU, JAYVEON	SPRING 2020		EDUCATIONAL REIMBURSEMENT	465.21
Total :						465.21
159975	7/28/2020	104106 MCCAIN	INV0248192	024-00664	SIGNS/SIGNALS SUPPLIES	10,289.07
Total :						10,289.07
159976	7/28/2020	113064 MCMASTER-CARR SUPPLY COMPANY	39154310		GTRANS SHOP SUPPLIES	24.34
			40972761		GTRANS SHOP SUPPLIES	51.48
			41061694		GTRANS SHOP SUPPLIES	124.70
			41063156		GTRANS SHOP SUPPLIES	24.28
			41685163		GTRANS SHOP SUPPLIES	452.33
			41824225		GTRANS SHOP SUPPLIES	123.45

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159976	7/28/2020	113064 MCMaster-CARR SUPPLY COMPANY	(Continued) 41827130 41946848		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	221.99 92.71
					Total :	1,115.28
159977	7/28/2020	109996 MEDIACENTRIC INTEGRATION, INC.	12744		NCC/COUNCIL CHAMBERS ONSITE & F	2,200.00
					Total :	2,200.00
159978	7/28/2020	110206 MICHELIN NORTH AMERICA, INC.	DA0043737570	037-09862	GTRANS' BUS TIRE LEASE SERVICES (3,369.44
					Total :	3,369.44
159979	7/28/2020	100730 MIDWEST ROOFING CO., INC.	201936		RE-ROOF ROWLEY PARK AUDITORIUM	3,610.94
					Total :	3,610.94
159980	7/28/2020	104487 MITCHELL, ALISON	DEC 2019-MAR 2020		MILEAGE REIMBURSEMENT	129.88
					Total :	129.88
159981	7/28/2020	107505 MOUSER ELECTRONICS, INC.	57142698		GTRANS AUTO SUPPLIES	391.75
					Total :	391.75
159982	7/28/2020	113295 MUNISERVICES, LLC	INV06-009066		SALES TAX AUDIT SERVICES FOR QTR	440.83
					Total :	440.83
159983	7/28/2020	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	43584 471794 472648 473678		SEWER PROGRAM SUPPLIES PROPANE GAS PROPANE GAS PROPANE GAS	452.28 649.69 285.41 230.94
					Total :	1,618.32
159984	7/28/2020	105622 N/S CORPORATION	0099407 0099439	037-09871 037-09913	GTRANS BUS WASH EQUIPMENT MAIN SERVICE CALL - BUS WASH REPAIR	385.00 3,121.63
					Total :	3,506.63
159985	7/28/2020	104184 NORMAN A. TRAUB ASSOCIATES, LLC	20020	020-00026	INVESTIGATION SERVICES	9,283.91
					Total :	9,283.91
159986	7/28/2020	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	68330483 68334233		RANDOM BAT, DOT RECERT - R.PORTE DOT RECERT - V.GAINES	216.26 112.79

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159986	7/28/2020	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	(Continued)			
			68388198		RANDOM BAT, DOT RECERT - T.LUCAS	252.50
			68390813		DOT RECERT - S.SHEFFIELD	103.00
					Total :	684.55
159987	7/28/2020	115168 OFFICE DEPOT	100169249		FCC OFFICE SUPPLIES	124.83
			100178513		FCC OFFICE SUPPLIES	262.78
			100178514		FCC OFFICE SUPPLIES	14.22
			100178515		FCC OFFICE SUPPLIES	501.83
			100178516		FCC OFFICE SUPPLIES	6.84
			100178517		FCC OFFICE SUPPLIES	55.16
			100178518		FCC OFFICE SUPPLIES	3.16
			100864704		FCC OFFICE SUPPLIES	534.56
			100871255		FCC OFFICE SUPPLIES	26.26
			101006890		FINANCE OFFICE SUPPLIES	54.73
			101007224		FINANCE OFFICE SUPPLIES	17.50
			102080603		FCC OFFICE SUPPLIES	45.74
			102091294		FCC OFFICE SUPPLIES	27.71
			102212009		FCC OFFICE SUPPLIES	23.32
			102212752		FCC OFFICE SUPPLIES	35.02
			102439237		BUS OFFICE SUPPLIES	175.09
			102504334		PD OFFICE SUPPLIES	82.71
			102602447		PD OFFICE SUPPLIES	484.00
			102779476		PD OFFICE SUPPLIES	90.37
			102865800		PD OFFICE SUPPLIES	28.55
			102866301		PD OFFICE SUPPLIES	26.26
			103339291		PD OFFICE SUPPLIES	174.52
			103340039		PD OFFICE SUPPLIES	257.05
			508883175		FCC OFFICE SUPPLIES	1,189.58
			508909216		FCC OFFICE SUPPLIES	87.59
			510533802		BUS OFFICE SUPPLIES	56.59
			511491799		BUS OFFICE SUPPLIES	106.94
			512330096		PD OFFICE SUPPLIES	197.47
			513123898		FCC OFFICE SUPPLIES	217.32
			513135528		FCC OFFICE SUPPLIES	131.39
			513135529		FCC OFFICE SUPPLIES	373.89
			513135532		FCC OFFICE SUPPLIES	120.44

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159987	7/28/2020	115168 OFFICE DEPOT	(Continued)			
			513364884		HR OFFICE SUPPLIES	98.82
			513368479		HR OFFICE SUPPLIES	44.88
			513404514		HR OFFICE SUPPLIES	57.04
					Total :	5,734.16
159988	7/28/2020	115810 ORKIN PEST CONTROL	199859646		PEST CONTROL - ACCT #27336703	230.90
			199859652		PEST CONTROL - ACCT #27336703	230.90
			203930817		PEST CONTROL - ACCT #27336703	192.00
					Total :	653.80
159989	7/28/2020	109890 OWUSU FAMILY CHILD CARE	JUNE 2020		CHILD CARE PROVIDER	11,600.00
					Total :	11,600.00
159990	7/28/2020	110403 PENN RECORDS MANAGEMENT	0118276		OFF-SITE STORAGE SERVICES - JUNE	51.00
					Total :	51.00
159991	7/28/2020	307108 PETTY CASH FUND	08/28/19-05/20/20		REPLENISH PETTY CASH	370.22
					Total :	370.22
159992	7/28/2020	101996 PHILLIPS 66 CO/GECRB	070820		FUEL PURCHASES	41.44
					Total :	41.44
159993	7/28/2020	116225 PLUMBERS DEPOT, INC.	PD-45329		PW MAINT SUPPLIES	82.13
			PD-45814		SEWER PROGRAM SUPPLIES	107.91
					Total :	190.04
159994	7/28/2020	111477 POWELL, LATONIA	RECEIPT #40200		REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
159995	7/28/2020	106092 PRUDENTIAL OVERALL SUPPLY	42529500		UNIFORM & SUPPLY RENTAL	244.37
			42531613		SUPPLY RENTAL - MATS - GTRANS	50.10
			42531614		UNIFORM & SUPPLY RENTAL	102.19
			42531615		UNIFORM & SUPPLY RENTAL	69.24
			42533751		CUSTODIAL SUPPLIES	2,005.44
			42533752		UNIFORM & SUPPLY RENTAL	102.19
			42533756		UNIFORM & SUPPLY RENTAL	69.24
			42533757		SUPPLY RENTAL - MATS - PD	91.60

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159995	7/28/2020	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42533758		SUPPLY RENTAL - MATS - HS	11.60
			42533759		SUPPLY RENTAL - MATS - NCC	13.65
			42533760		SUPPLY RENTAL - MATS - CH	19.00
			42535731		SUPPLY RENTAL - MATS - GTRANS	50.10
			42535732		UNIFORM & SUPPLY RENTAL	102.19
			42535733		UNIFORM & SUPPLY RENTAL	69.24
			42535734		UNIFORM & SUPPLY RENTAL	241.59
					Total :	3,241.74
159996	7/28/2020	104868 PYRO-COMM SYSTEMS, INC.	151073	037-09893	FIRE ALARM MONITORING - BLDG A	200.00
			151462		FIRE ALARM SUPPLIES	374.62
			151463	037-09925	REPLACE OSS1 DOOR CONTROLLER &	2,653.00
					Total :	3,227.62
159997	7/28/2020	102283 QUICK COLOR PRINTING	15401		BANNERS - 96"X36" "HELP KEEP OUR F	700.80
					Total :	700.80
159998	7/28/2020	103907 QUINN COMPANY	PC810889915		CAP FILL	40.81
					Total :	40.81
159999	7/28/2020	110376 QUIROZ, ABIGAIL	072020		MEDICAL REIMBURSEMENT	2,155.00
					Total :	2,155.00
160000	7/28/2020	118300 R & S OVERHEAD DOORS	23184	037-09934	INSTALL NEW COMMERCIAL GARAGE I	7,399.50
					Total :	7,399.50
160001	7/28/2020	103072 REACH	072143		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
160002	7/28/2020	118852 RICH'S CARPET SERVICE	16941		NEW CARPET FOR PD OFFICE	752.04
					Total :	752.04
160003	7/28/2020	118476 RICOH USA, INC.	9028444325		RICOH MPC3503 COPIER BASE LEASE	47.60
			9028460703		RICOH MPC3503 COPIER LEASE - SR. I	158.29
			9028460704		RICOH PRO8100S COPIER LEASE - PR	378.38
			9028460846		RICOH MPC3503 COPIER LEASE - FCC	207.80
			9028460962		RICOH MPC3503 COPIER LEASE - HS -	131.20

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160003	7/28/2020	118476 RICOH USA, INC.	(Continued)			
			9028461082		RICOH LEASE & COPIER USAGE CHAR	2,323.38
			9028461193		RICOH MPC3503 COPIER LEASE - ADM	162.09
			9028461296		RICOH MPC3503 COPIER LEASE - REC	186.50
			9028461297		RICOH MPC6003 COPIER LEASE - PD	216.50
			9028461427		RICOH MPC3503 COPIER LEASE - CHIE	142.44
			9028461428		RICOH MPC3503 COPIER LEASE - PW	164.01
			9028461429		RICOH MPC3503 COPIER LEASE - GTR	181.31
					Total :	4,299.50
160004	7/28/2020	119301 ROBERT SKEELS & CO.	20-14015		BLDG MAINT SUPPLIES	147.88
					Total :	147.88
160005	7/28/2020	111473 RODRIGUEZ, CARLOS	CIT #122132482		REFUND - CITATION OVERPAYMENT	184.00
					Total :	184.00
160006	7/28/2020	110205 ROSS & BARUZZINI, INC.	39487	037-09901	CONSULTING SERVICES FOR MACRO	13,275.20
					Total :	13,275.20
160007	7/28/2020	119022 SAFEMART OF SOUTHERN, CALIFORNIA	92447		SERVICE CALL	250.00
			92448		PD PROGRAM SUPPLIES	836.00
					Total :	1,086.00
160008	7/28/2020	119016 SAM'S CLUB	5236		FCC PROGRAM SUPPLIES	179.72
			7876 06/23/20	331-00049	FCC PROGRAM SUPPLIES	2,858.62
					Total :	3,038.34
160009	7/28/2020	119355 SBPTC	060820-02		ANNUAL DUES	880.00
					Total :	880.00
160010	7/28/2020	106050 SHEHATA, AMY	JUNE 2020		CHILD CARE PROVIDER	8,971.00
					Total :	8,971.00
160011	7/28/2020	109918 SHIGE'S FOREIGN CAR SERVICE	79399		2014 FORD INTRCPTR #1442350 SERVI	306.96
			79409		2018 FORD INTRCPTR #1554895 SERVI	110.92
			79571		2011 FORD CROWN VIC #1310625 SER	615.89
			79589		2016 FORD INTRCPTR #P07 SERVICE	272.92

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160011	7/28/2020	109918	109918 SHIGE'S FOREIGN CAR SERVICE	(Continued)	Total :	1,306.69
160012	7/28/2020	101649	SILVIA ESPINOZA FAMILY CHILD, CARE	JUNE 2020	CHILD CARE PROVIDER	5,934.00
					Total :	5,934.00
160013	7/28/2020	119361	SMART & FINAL IRIS CO.	012026	REC PROGRAM SUPPLIES	57.46
				022610	SR. BUREAU PROGRAM SUPPLIES	40.61
				029865	SR. BUREAU PROGRAM SUPPLIES	48.05
				031475	REC PROGRAM SUPPLIES	145.22
				054370	REC PROGRAM SUPPLIES	22.92
				054583	REC PROGRAM SUPPLIES	106.80
				056512	SR. BUREAU PROGRAM SUPPLIES	48.05
					Total :	469.11
160014	7/28/2020	109531	SMILLIN, MAGE	JUNE 2020	CHILD CARE PROVIDER	9,800.00
					Total :	9,800.00
160015	7/28/2020	119447	SOUTH BAY FORD	658927	PD AUTO PARTS	0.10
				FXCS933666	2014 FORD EXPLR #1442351 - SERVICE	135.00
					Total :	135.10
160016	7/28/2020	619003	SOUTHERN CALIFORNIA EDISON	070920	LIGHT & POWER	46,409.68
					Total :	46,409.68
160017	7/28/2020	119450	SOUTHERN CALIFORNIA MUNICIPAL, ATHLET	MEM-SIL-20-30	2020 MEMBERSHIP DUES	310.00
					Total :	310.00
160018	7/28/2020	108238	SPARKLETTS	15638236 071720	DRINKING WATER FILTRATION SYSTEM	44.22
					Total :	44.22
160019	7/28/2020	111475	SPEARS, HARRY	RECEIPT #183/75276	REFUND - EVENT CANCELED DUE TO	30.00
					Total :	30.00
160020	7/28/2020	104126	SPECTRUM SOLUTIONS	0027122071120	CABLE & INTERNET SERVICES - CITYV	4,757.02
					Total :	4,757.02
160021	7/28/2020	104453	SPICERS PAPER, INC.	2468187	PD OFFICE SUPPLIES	1,462.21

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160021	7/28/2020	104453 104453 SPICERS PAPER, INC.	(Continued)		Total :	1,462.21
160022	7/28/2020	119548 ST. JOHN LUTHERAN CHURCH	AUGUST 2020		SENIOR CITIZENS DAY CARE	900.00
					Total :	900.00
160023	7/28/2020	119594 STANLEY PEST CONTROL	COG 0620		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 0620-1		PEST CONTROL SERVICE - 2320 W 149	117.00
					Total :	771.00
160024	7/28/2020	119010 STAPLES ADVANTAGE	3449345309		REC OFFICE SUPPLIES	50.36
			3449345320		REC OFFICE SUPPLIES	28.98
					Total :	79.34
160025	7/28/2020	220418 TALISON, LUCILLE	JUNE 2020		CHILD CARE PROVIDER	1,010.00
					Total :	1,010.00
160026	7/28/2020	110877 TAYLORING MINDS FAMILY CHILD, CARE	JUNE 2020		CHILD CARE PROVIDER	4,356.00
					Total :	4,356.00
160027	7/28/2020	107928 TELECOM LAW FIRM, P.C.	8784	024-00641	PROFESSIONAL SERVICES - WIRELES	1,186.30
					Total :	1,186.30
160028	7/28/2020	106870 TENDER LOVING CARE CATERING, INC.	06/16-06/30/20	034-00411	SENIOR FEEDING PROGRAM	22,445.50
					Total :	22,445.50
160029	7/28/2020	110238 TIREHUB, LLC	14358952		TIRES - GY EAGLE RS A POLICE BW 10	2,069.56
					Total :	2,069.56
160030	7/28/2020	102893 TNT FIREWORKS	070420		FIREWORKS CLEAN-UP DEPOSIT REFI	1,500.00
					Total :	1,500.00
160031	7/28/2020	109775 TOMS TRUCK CENTER NORTH COUNTY	1191231		GTRANS AUTO PARTS	16.44
			1191419		GTRANS AUTO PARTS	1,287.42
					Total :	1,303.86
160032	7/28/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	FCC 06/22/20	331-00050	CAL CARD STATEMENT 05/23-06/22/20	22,604.18
			NIKO 05/22/20		CAL CARD STATEMENT 04/23-05/22/20	-15.32
			NIKO 4/22/20		CAL CARD STATEMENT 03/24-04/22/20	337.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160032	7/28/2020	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued) NOLAN 06/22/20 PD TRAINING 06/22/20	S	CAL CARD STATEMENT 05/23-06/22/20 CAL CARD STATEMENT 05/23-06/22/20	-200.00 -1,201.88
Total :						21,524.40
160033	7/28/2020	109220 U.S. BANK EQUIPMENT FINANCE	417882370		RICOH MPC3503 COPIER LEASE - CD -	150.81
Total :						150.81
160034	7/28/2020	104692 ULINE	120998658 121413172		BUS SHOP SUPPLIES PD PROGRAM SUPPLIES	165.69 99.29
Total :						264.98
160035	7/28/2020	121010 UNITED RENTALS	183874545		RENTAL - TRENCHER WALKBEHIND TF	553.46
Total :						553.46
160036	7/28/2020	105549 VALDEZ, MATILDE	JUNE 2020		CHILD CARE PROVIDER	11,592.00
Total :						11,592.00
160037	7/28/2020	122050 VERIZON WIRELESS	9854845398 9856887639 9857028906		BUS CELL PHONE SERVICE~ BUS CELL PHONE SERVICE~ REC CELL PHONE SERVICE	237.51 250.94 454.95
Total :						943.40
160038	7/28/2020	103841 VILLAGE AUTO SPA	JUNE 2020		CAR WASH	327.87
Total :						327.87
160039	7/28/2020	111472 VILLALOBOS, ANTONIO	031120		REFUND -WORK PERMIT RENEWAL FE	125.00
Total :						125.00
160040	7/28/2020	101195 WASTE RESOURCES GARDENA	072120		WASTE COLLECTION	239,991.48
Total :						239,991.48
160041	7/28/2020	101903 WATER TECHNIQUES	77001		DRINKING WATER SYSTEM RENTAL	45.00
Total :						45.00
160042	7/28/2020	104107 WAXIE SANITARY SUPPLY	79233559 79244399		BUS WASH SUPPLIES BUS WASH SUPPLIES	131.75 174.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
160042	7/28/2020	104107 104107 WAXIE SANITARY SUPPLY	(Continued)		Total :	306.51
160043	7/28/2020	100107 WAYNE ELECTRIC CO.	194821		GTRANS AUTO PARTS	851.41
			195366		GTRANS AUTO PARTS	1,023.83
			196197		GTRANS AUTO PARTS	787.05
					Total :	2,662.29
160044	7/28/2020	110139 WEDLOW BENJAMIN, EVETTE	701020		REFUND - REC FACILITY RESERVATIOI	50.00
					Total :	50.00
160045	7/28/2020	110370 WESTERN COLLISION CENTER, INC	1038		2015 FORD EXPLR #1462933 BODY REI	1,717.83
			1039		2014 FORD EXPLR #1442351 BODY REI	1,599.11
					Total :	3,316.94
160046	7/28/2020	119387 WEX BANK	66382853		FUEL PURCHASES	84.11
					Total :	84.11
160047	7/28/2020	123050 WILLIAMS SCOTSMAN, INC.	7891974	035-00936	MODULAR BUILDING RENTAL CPX-804	3,296.72
					Total :	3,296.72
160048	7/28/2020	103601 YINCOM	6677		COMPUTER REPLACEMENT PARTS	85.30
			6684		COMPUTER REPLACEMENT PARTS	422.56
			6686		IT COMPUTER PARTS	99.92
					Total :	607.78
160049	7/28/2020	107051 ZAVALETA, MARITZA	JUNE 2020		CHILD CARE PROVIDER	3,114.00
					Total :	3,114.00
183	Vouchers for bank code : usb				Bank total :	2,923,887.65
183	Vouchers in this report				Total vouchers :	2,923,887.65

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Voucher List
CITY OF GARDENA

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Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 20 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Chief Fiscal Officer

This is to certify that the claims or demands covered by checks listed on pages 1 to 20 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

Mayor

7/28/20
Date

Councilmember

Date

Councilmember

Date

Acknowledged:

Councilmember

Date

Councilmember

Date

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CITY OF GARDENA



INVESTMENT REPORT **June 2020**

Reviewed: Deputy City Treasurer

Reviewed: Chief Fiscal Officer



City of Gardena Consolidated - Account #10647

MONTHLY ACCOUNT STATEMENT

JUNE 1, 2020 THROUGH JUNE 30, 2020

Chandler Team:

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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

Portfolio Summary

As of June 30, 2020



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.75
Average Coupon	1.54%
Average Purchase YTM	1.30%
Average Market YTM	0.70%
Average S&P/Moody Rating	AA-/Aa2
Average Final Maturity	0.84 yrs
Average Life	0.76 yrs

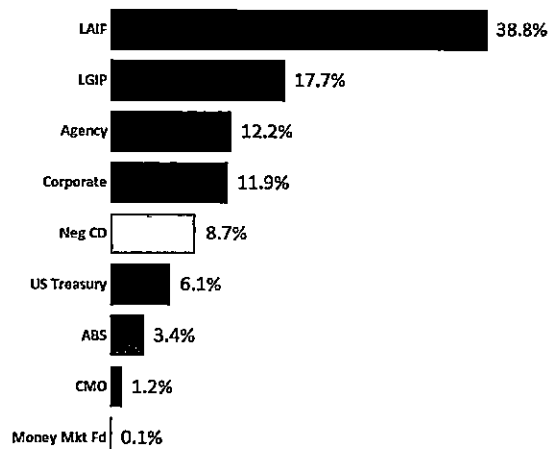
ACCOUNT SUMMARY

	Beg. Values as of 5/31/20	End Values as of 6/30/20
Market Value	37,808,198	37,595,444
Accrued Interest	92,941	115,683
Total Market Value	37,901,139	37,711,127
Income Earned	49,357	44,728
Cont/WD		
Par	31,334,814	31,097,125
Book Value	37,290,253	37,062,183
Cost Value	37,301,860	37,075,997

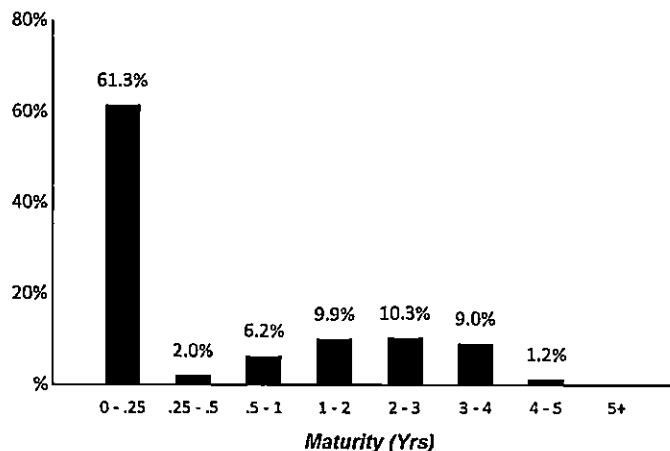
TOP ISSUERS

Local Agency Investment Fund	38.8%
CalTrust	17.7%
Government of United States	6.1%
Federal Home Loan Bank	5.5%
Federal Home Loan Mortgage Corp	4.7%
John Deere ABS	1.7%
Federal National Mortgage Assoc	1.7%
Federal Farm Credit Bank	1.6%
Total	77.6%

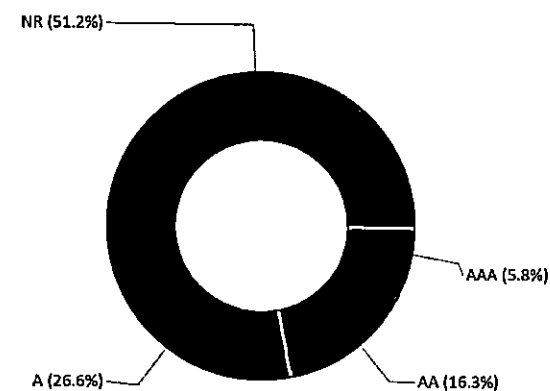
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&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
ABS									
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	51,575.19	02/19/2019 2.77%	51,571.87 51,573.61	100.52 0.48%	51,842.71 51.22	0.14% 269.10	NR / AAA AAA	1.22 0.23
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	24,154.87	02/06/2019 2.91%	23,908.61 24,036.51	100.19 0.54%	24,200.67 19.54	0.06% 164.16	Aaa / NR AAA	1.29 0.15
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	90,126.42	02/05/2019 3.14%	89,059.70 89,565.30	100.59 0.11%	90,660.06 62.81	0.24% 1,094.76	Aaa / AAA NR	1.55 0.32
477870AB5	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	129,325.83	10/30/2019 2.18%	129,507.69 129,459.87	100.61 0.45%	130,117.30 131.05	0.35% 657.43	Aaa / NR AAA	1.88 0.33
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	175,000.00	08/29/2019 1.98%	178,739.26 177,854.33	102.58 0.40%	179,515.00 247.33	0.48% 1,660.67	Aaa / AAA NR	2.71 0.92
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	475,000.00	Various 1.58%	486,120.12 484,966.71	102.62 0.53%	487,424.10 614.33	1.29% 2,457.39	Aaa / NR AAA	3.05 1.08
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	115,000.00	08/20/2019 1.79%	114,999.05 114,999.31	102.06 0.55%	117,363.94 90.98	0.31% 2,364.63	Aaa / AAA NR	3.13 1.64
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	80,000.00	10/01/2019 1.95%	79,993.83 79,994.82	102.58 0.32%	82,066.56 47.42	0.22% 2,071.74	NR / AAA AAA	3.81 1.73
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	120,000.00	10/16/2019 1.94%	119,993.66 119,994.59	102.78 0.48%	123,338.16 102.93	0.33% 3,343.57	Aaa / AAA NR	4.04 1.89
Total ABS		1,260,182.31	1.96%	1,273,893.79 1,272,445.05	0.45%	1,286,528.50 1,367.61	3.42% 14,083.45	Aaa / AAA AAA	2.82 1.05
AGENCY									
313384D55	FHLB Discount Note 0.145% Due 8/26/2020	800,000.00	05/28/2020 0.15%	799,710.00 799,819.56	99.98 0.15%	799,819.56 0.00	2.12% 0.00	P-1 / A-1+ F-1+	0.16 0.16
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	320,000.00	12/19/2019 1.68%	319,654.40 319,746.12	102.03 0.25%	326,483.20 158.89	0.87% 6,737.08	Aaa / AA+ AAA	1.47 1.46
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	350,000.00	10/30/2019 1.69%	355,124.00 353,570.89	103.33 0.20%	361,667.95 3,879.17	0.97% 8,097.06	Aaa / AA+ AAA	1.54 1.50



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
AGENCY									
3133ELWD2	FFCB Note 0.375% Due 4/8/2022	285,000.00	04/03/2020 0.45%	284,578.20 284,626.74	100.27 0.22%	285,766.08 246.41	0.76% 1,139.34	Aaa / AA+ AAA	1.77 1.76
3133ELYR9	FFCB Note 0.25% Due 5/6/2022	325,000.00	04/30/2020 0.31%	324,587.25 324,618.91	100.02 0.24%	325,073.78 124.13	0.86% 454.87	Aaa / AA+ AAA	1.85 1.84
3134GVJ66	FHLMC Note 0.25% Due 6/8/2022	350,000.00	06/04/2020 0.28%	349,790.00 349,796.62	99.90 0.30%	349,652.45 55.90	0.93% (144.17)	Aaa / NR AAA	1.94 1.93
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	350,000.00	04/11/2019 2.34%	355,330.50 353,665.65	106.25 0.41%	371,891.10 2,967.71	0.99% 18,225.45	Aaa / AA+ NR	2.69 2.59
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	305,000.00	05/05/2020 0.39%	304,871.90 304,878.35	100.26 0.28%	305,792.39 171.56	0.81% 914.04	Aaa / AA+ AAA	2.85 2.83
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	245,000.00	05/20/2020 0.35%	244,262.55 244,289.49	99.90 0.29%	244,742.75 66.35	0.65% 453.26	NR / AA+ AAA	2.89 2.88
3137EAES4	FHLMC Note 0.25% Due 6/26/2023	300,000.00	06/24/2020 0.35%	299,124.00 299,128.00	99.84 0.30%	299,533.20 10.42	0.79% 405.20	Aaa / AA+ AAA	2.99 2.97
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 363,481.64	108.37 0.25%	379,298.85 3,046.70	1.01% 15,817.21	Aaa / AA+ AAA	3.20 3.06
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 369,073.24	110.37 0.34%	386,305.15 754.69	1.03% 17,231.91	Aaa / AA+ AAA	3.44 3.27
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	155,000.00	03/24/2020 0.99%	167,010.95 166,247.61	109.71 0.40%	170,054.38 210.43	0.45% 3,806.77	Aaa / AA+ NR	3.96 3.77
Total Agency		4,485,000.00	0.91%	4,543,527.25 4,532,942.82	0.26%	4,606,080.84 11,692.36	12.25% 73,138.02	Aaa / AA+ AAA	2.09 2.04
CMO									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	135,000.00	06/26/2019 2.09%	138,701.95 137,518.22	104.10 0.84%	140,538.11 347.63	0.37% 3,019.89	Aaa / NR NR	2.15 1.88
3137B4GY6	FHLMC K032 A2 3.31% Due 5/25/2023	275,000.00	07/23/2019 1.30%	285,881.84 283,229.44	107.25 0.67%	294,935.30 151.71	0.78% 11,705.86	NR / NR AAA	2.90 2.72
Total CMO		410,000.00	1.56%	424,583.79 420,747.66	0.73%	435,473.41 499.34	1.16% 14,725.75	Aaa / NR AAA	2.66 2.45



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	200,000.00	03/06/2019 2.86%	198,710.00	101.17	202,345.60	0.54%	Aa2 / AA- AA+	0.56
				199,618.48	0.37%	2,250.00	2,727.12		0.55
06051GFW4	Bank of America Corp Note 2.625% Due 4/19/2021	200,000.00	04/25/2019 2.69%	199,750.00	101.77	203,539.80	0.54%	A2 / A- A+	0.80
				199,898.75	0.41%	1,050.00	3,641.05		0.79
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	200,000.00	04/30/2019 2.64%	197,280.00	101.44	202,870.80	0.54%	A1 / A AA-	0.88
				198,829.09	0.33%	455.00	4,041.71		0.88
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	200,000.00	04/25/2019 2.66%	202,274.00	102.31	204,617.60	0.54%	A2 / A A	0.89
				200,924.70	0.39%	722.22	3,692.90		0.80
02665WBF7	American Honda Finance Note 1.65% Due 7/12/2021	200,000.00	07/30/2019 2.26%	197,692.00	101.13	202,251.00	0.54%	A3 / A- NR	1.03
				198,781.17	0.56%	1,549.17	3,469.83		1.02
69371RP42	Paccar Financial Corp Note 3.15% Due 8/9/2021	200,000.00	04/24/2019 2.74%	201,814.00	102.91	205,822.60	0.55%	A1 / A+ NR	1.11
				200,876.62	0.51%	2,485.00	4,945.98		1.08
46623EKG3	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	200,000.00	05/16/2019 2.73%	198,108.00	100.21	200,418.00	0.54%	A2 / A- AA-	1.13
				199,051.69	0.62%	1,734.00	1,366.31		0.12
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	200,000.00	04/11/2019 2.66%	196,464.00	101.71	203,418.00	0.54%	A3 / A A-	1.21
				198,236.00	0.38%	1,118.89	5,182.00		1.11
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	250,000.00	02/21/2019 3.07%	246,827.50	103.60	258,991.75	0.69%	A2 / A A+	1.64
				248,262.12	0.30%	2,442.71	10,729.63		1.51
459200JX0	IBM Corp Note 2.85% Due 5/13/2022	200,000.00	05/16/2019 2.80%	200,300.00	104.63	209,253.20	0.56%	A2 / A NR	1.87
				200,187.60	0.36%	760.00	9,065.60		1.83
24422ETV1	John Deere Capital Corp Note 2.15% Due 9/8/2022	305,000.00	04/17/2019 2.78%	298,851.20	103.73	316,374.37	0.84%	A2 / A A	2.19
				301,021.95	0.44%	2,058.33	15,352.42		2.13
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	200,000.00	04/25/2019 2.72%	199,856.00	105.05	210,099.80	0.56%	A1 / A+ A+	2.53
				199,901.66	0.68%	2,550.00	10,198.14		2.43
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	200,000.00	11/21/2019 1.83%	203,350.00	105.20	210,395.60	0.56%	Aa1 / AA+ NR	2.54
				202,691.43	0.27%	2,240.00	7,704.17		2.37
949746SK8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	200,000.00	04/29/2019 3.00%	200,338.00	103.62	207,242.60	0.56%	A2 / A- A+	2.57
				200,193.34	0.74%	2,676.85	7,049.26		1.52



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	75,000.00	02/11/2020 1.75%	76,775.25 76,540.46	104.97 0.60%	78,724.13 817.92	0.21% 2,183.67	A2 / A- NR	2.59 2.41
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	03/11/2019 2.79%	196,968.00 197,922.52	105.71 0.38%	211,414.00 773.33	0.56% 13,491.48	Aa1 / AA+ NR	2.84 2.75
404280BA6	HSBC Holdings PLC Note 3.6% Due 5/25/2023	200,000.00	05/15/2019 2.97%	204,780.00 203,442.64	107.32 1.03%	214,633.00 720.00	0.57% 11,190.36	A2 / A- A+	2.90 2.76
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00 254,871.13	108.09 0.66%	270,213.00 3,706.94	0.73% 15,341.87	A1 / AA- AA-	3.07 2.82
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	04/11/2019 2.90%	194,298.00 195,892.69	104.53 0.65%	209,059.60 1,650.00	0.56% 13,166.91	A1 / A AA-	3.13 2.85
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	03/05/2020 1.06%	213,320.00 212,209.19	107.72 0.60%	215,445.80 2,315.97	0.58% 3,236.61	Aaa / AAA AA+	3.61 3.26
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	200,000.00	07/16/2019 2.49%	206,600.00 205,243.46	108.90 0.80%	217,790.40 1,986.11	0.58% 12,546.94	Aa3 / A AA-	3.70 3.48
Total Corporate		4,280,000.00	2.61%	4,291,050.95 4,294,596.69	0.52%	4,454,920.65 36,062.44	11.91% 160,323.96	A1 / A+ A+	2.05 1.85
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	14,568,180.40	Various 1.15%	14,568,180.40 14,568,180.40	1.00 1.15%	14,568,180.40 45,269.96	38.75% 0.00	NR / NR NR	0.00 0.00
Total LAIF		14,568,180.40	1.15%	14,568,180.40 14,568,180.40	1.15%	14,568,180.40 45,269.96	38.75% 0.00	NR / NR NR	0.00 0.00
LOCAL GOV INVESTMENT POOL									
09CATR\$05	CalTrust Medium Term Fund	647,372.06	Various 0.64%	6,511,160.41 6,511,160.41	10.30 0.64%	6,667,932.25 0.00	17.68% 156,771.84	NR / A+ NR	0.00 0.00
Total Local Gov Investment Pool		647,372.06	0.64%	6,511,160.41 6,511,160.41	0.64%	6,667,932.25 0.00	17.68% 156,771.84	NR / A+ NR	0.00 0.00

Holdings Report

As of June 30, 2020



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
MONEY MARKET FUND FI									
31846V203	First American Govt Obligation Fund Class Y	41,390.16	Various 0.01%	41,390.16 41,390.16	1.00 0.01%	41,390.16 0.00	0.11% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		41,390.16	0.01%	41,390.16	0.01%	41,390.16 0.00	0.11% 0.00	Aaa / AAA AAA	0.00 0.00
NEGOTIABLE CD									
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	100.36 0.08%	250,895.25 1,562.67	0.67% 895.25	NR / NR NR	0.19 0.19
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	100.38 0.09%	250,955.00 1,405.48	0.67% 955.00	NR / NR NR	0.21 0.21
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	100.54 0.04%	249,347.63 1,390.16	0.66% 1,347.63	NR / NR NR	0.25 0.25
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	100.54 0.09%	249,347.14 1,421.75	0.66% 1,347.14	NR / NR NR	0.25 0.25
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	100.85 0.20%	247,088.38 571.22	0.66% 2,088.38	NR / NR NR	0.41 0.41
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	100.99 0.14%	250,453.22 1,570.89	0.67% 2,453.22	NR / NR NR	0.63 0.63
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	100.62 0.57%	249,527.68 305.75	0.66% 1,527.68	NR / NR NR	0.66 0.65
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	101.08 0.14%	250,673.69 1,474.41	0.67% 2,673.69	NR / NR NR	0.67 0.66
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	100.87 0.57%	250,147.68 993.36	0.67% 2,147.68	NR / NR NR	0.77 0.76
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	101.40 -0.36%	251,462.08 152.20	0.67% 3,462.08	NR / NR NR	0.79 0.79



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		
NEGOTIABLE CD											
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	101.45 0.10%	251,586.33 21.06	0.67% 3,586.33	NR / NR NR	1.00 0.99		
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	101.63 0.26%	252,052.07 895.18	0.67% 4,052.07	NR / NR NR	1.27 1.26		
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	103.03 0.18%	255,513.90 1,824.67	0.68% 7,513.90	NR / NR NR	1.63 1.60		
Total Negotiable CD		3,225,000.00	1.83%	3,225,000.00	0.16%	3,259,050.05 13,588.80	8.68% 34,050.05	NR / NR NR	0.67 0.67		
US TREASURY											
9127963F4	US Treasury Bill 0.118% Due 7/21/2020	500,000.00	06/29/2020 0.12%	499,965.73 499,967.36	99.99 0.12%	499,967.36 0.00	1.33% 0.00	P-1 / A-1+ F-1+	0.06 0.06		
912828Q78	US Treasury Note 1.375% Due 4/30/2021	30,000.00	01/30/2020 1.48%	29,960.16 29,973.47	100.98 0.19%	30,295.32 69.50	0.08% 321.85	Aaa / AA+ AAA	0.83 0.83		
912828M80	US Treasury Note 2% Due 11/30/2022	300,000.00	Various 1.60%	303,459.37 302,802.38	104.40 0.17%	313,206.90 508.20	0.83% 10,404.52	Aaa / AA+ AAA	2.42 2.37		
912828VB3	US Treasury Note 1.75% Due 5/15/2023	250,000.00	12/16/2019 1.69%	250,517.58 250,435.68	104.50 0.18%	261,250.00 558.76	0.69% 10,814.32	Aaa / AA+ AAA	2.87 2.81		
912828T26	US Treasury Note 1.375% Due 9/30/2023	300,000.00	Various 1.93%	293,108.59 294,783.29	103.86 0.18%	311,589.90 1,036.89	0.83% 16,806.61	Aaa / AA+ AAA	3.25 3.18		
912828V80	US Treasury Note 2.25% Due 1/31/2024	200,000.00	11/26/2019 1.59%	205,304.69 204,550.35	107.31 0.20%	214,625.00 1,879.12	0.57% 10,074.65	Aaa / AA+ AAA	3.59 3.44		
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	300,000.00	12/12/2019 1.74%	309,691.41 308,485.23	108.80 0.22%	326,402.40 957.88	0.87% 17,917.17	Aaa / AA+ AAA	3.88 3.71		
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 304,721.77	106.18 0.23%	318,550.80 2,192.31	0.85% 13,829.03	Aaa / AA+ AAA	4.09 3.93		
Total US Treasury		2,180,000.00	1.30%	2,197,210.66 2,195,719.53	0.18%	2,275,887.68 7,202.66	6.05% 80,168.15	Aaa / AA+ AAA	2.60 2.52		
TOTAL PORTFOLIO				31,097,124.93	1.30%	37,075,997.41 37,062,182.72	0.70%	37,595,443.94 115,683.17	100.00% 533,261.22	Aa2 / AA- AAA	0.84 0.75
TOTAL MARKET VALUE PLUS ACCRUED						37,711,127.11					



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	06/01/2020	31846V203	315.95	First American Govt Obligation Fund Class Y	1.000	0.01%	315.95	0.00	315.95	0.00
Purchase	06/01/2020	31846V203	2.66	First American Govt Obligation Fund Class Y	1.000	0.01%	2.66	0.00	2.66	0.00
Purchase	06/08/2020	3134GVJ66	350,000.00	FHLMC Note 0.25% Due 6/8/2022	99.940	0.28%	349,790.00	0.00	349,790.00	0.00
Purchase	06/08/2020	31846V203	5,906.25	First American Govt Obligation Fund Class Y	1.000	0.01%	5,906.25	0.00	5,906.25	0.00
Purchase	06/14/2020	31846V203	2,228.13	First American Govt Obligation Fund Class Y	1.000	0.01%	2,228.13	0.00	2,228.13	0.00
Purchase	06/15/2020	31846V203	294.88	First American Govt Obligation Fund Class Y	1.000	0.01%	294.88	0.00	294.88	0.00
Purchase	06/15/2020	31846V203	463.75	First American Govt Obligation Fund Class Y	1.000	0.01%	463.75	0.00	463.75	0.00
Purchase	06/15/2020	31846V203	193.00	First American Govt Obligation Fund Class Y	1.000	0.01%	193.00	0.00	193.00	0.00
Purchase	06/15/2020	31846V203	606.25	First American Govt Obligation Fund Class Y	1.000	0.01%	606.25	0.00	606.25	0.00
Purchase	06/15/2020	31846V203	170.58	First American Govt Obligation Fund Class Y	1.000	0.01%	170.58	0.00	170.58	0.00
Purchase	06/15/2020	31846V203	15,455.72	First American Govt Obligation Fund Class Y	1.000	0.01%	15,455.72	0.00	15,455.72	0.00
Purchase	06/15/2020	31846V203	6,552.09	First American Govt Obligation Fund Class Y	1.000	0.01%	6,552.09	0.00	6,552.09	0.00
Purchase	06/15/2020	31846V203	11,474.43	First American Govt Obligation Fund Class Y	1.000	0.01%	11,474.43	0.00	11,474.43	0.00
Purchase	06/18/2020	31846V203	9,952.39	First American Govt Obligation Fund Class Y	1.000	0.01%	9,952.39	0.00	9,952.39	0.00
Purchase	06/20/2020	31846V203	2,600.00	First American Govt Obligation Fund Class Y	1.000	0.01%	2,600.00	0.00	2,600.00	0.00
Purchase	06/22/2020	31846V203	129.33	First American Govt Obligation Fund Class Y	1.000	0.01%	129.33	0.00	129.33	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	06/25/2020	31846V203	347.63	First American Govt Obligation Fund Class Y	1.000	0.01%	347.63	0.00	347.63	0.00
Purchase	06/25/2020	31846V203	758.54	First American Govt Obligation Fund Class Y	1.000	0.01%	758.54	0.00	758.54	0.00
Purchase	06/26/2020	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	99.708	0.35%	299,124.00	0.00	299,124.00	0.00
Purchase	06/26/2020	47789JAD8	225,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	102.629	1.26%	230,915.04	200.06	231,115.10	0.00
Purchase	06/29/2020	31846V203	1,927.27	First American Govt Obligation Fund Class Y	1.000	0.01%	1,927.27	0.00	1,927.27	0.00
Purchase	06/30/2020	09CATR\$05	736.79	CalTrust Medium Term Fund	10.300	0.64%	7,588.98	0.00	7,588.98	0.00
Purchase	06/30/2020	9127963F4	500,000.00	US Treasury Bill 0.118% Due 7/21/2020	99.993	0.12%	499,965.73	0.00	499,965.73	0.00
Subtotal			1,435,115.64				1,446,762.60	200.06	1,446,962.66	0.00
TOTAL ACQUISITIONS			1,435,115.64				1,446,762.60	200.06	1,446,962.66	0.00
DISPOSITIONS										
Sale	06/08/2020	31846V203	349,790.00	First American Govt Obligation Fund Class Y	1.000	0.01%	349,790.00	0.00	349,790.00	0.00
Sale	06/26/2020	31846V203	530,239.10	First American Govt Obligation Fund Class Y	1.000	0.01%	530,239.10	0.00	530,239.10	0.00
Sale	06/30/2020	31846V203	499,965.73	First American Govt Obligation Fund Class Y	1.000	0.01%	499,965.73	0.00	499,965.73	0.00
Subtotal			1,379,994.83				1,379,994.83	0.00	1,379,994.83	0.00
Paydown	06/15/2020	43815NAC8	0.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		0.00	170.58	170.58	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	06/15/2020	477870AB5	15,181.16	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	100.000		15,181.16	274.56	15,455.72	0.00
Paydown	06/15/2020	47788BAD6	6,505.59	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		6,505.59	46.50	6,552.09	0.00
Paydown	06/15/2020	47789JAD8	0.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		0.00	606.25	606.25	0.00
Paydown	06/15/2020	65479JAD5	0.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		0.00	193.00	193.00	0.00
Paydown	06/15/2020	89231PAD0	0.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	100.000		0.00	463.75	463.75	0.00
Paydown	06/15/2020	89238KAD4	11,311.28	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	100.000		11,311.28	163.15	11,474.43	0.00
Paydown	06/18/2020	43814WAB1	9,811.71	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	100.000		9,811.71	140.68	9,952.39	0.00
Paydown	06/22/2020	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	129.33	129.33	0.00
Paydown	06/25/2020	3137B4GY6	0.00	FHLMC K032 A2Due 5/25/2023	100.000		0.00	758.54	758.54	0.00
Paydown	06/25/2020	3137BM6P6	0.00	FHLMC K721 A2Due 8/25/2022	100.000		0.00	347.63	347.63	0.00
Subtotal			42,809.74				42,809.74	3,293.97	46,103.71	0.00
Maturity	06/28/2020	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	100.000	0.25%	250,000.00	0.00	250,000.00	0.00
Subtotal			250,000.00				250,000.00	0.00	250,000.00	0.00
TOTAL DISPOSITIONS			1,672,804.57				1,672,804.57	3,293.97	1,676,098.54	0.00

Transaction Ledger

As of June 30, 2020



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	06/01/2020	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.000		315.95	0.00	315.95	0.00
Interest	06/08/2020	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.000		5,906.25	0.00	5,906.25	0.00
Interest	06/14/2020	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.000		2,228.13	0.00	2,228.13	0.00
Interest	06/15/2020	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.000		294.88	0.00	294.88	0.00
Interest	06/20/2020	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.000		2,600.00	0.00	2,600.00	0.00
Interest	06/26/2020	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.000		53.02	0.00	53.02	0.00
Interest	06/28/2020	684000\$09	250,000.00	Opus Bank Collateralized CD 0.25% Due 6/28/2020	0.000		3.42	0.00	3.42	0.00
Interest	06/29/2020	87164XMJ2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.000		1,927.27	0.00	1,927.27	0.00
Subtotal			2,069,000.00				13,328.92	0.00	13,328.92	0.00
Dividend	06/01/2020	31846V203	1,362,322.09	First American Govt Obligation Fund Class Y	0.000		2.66	0.00	2.66	0.00
Dividend	06/30/2020	09CATR\$05	646,635.27	CalTrust Medium Term Fund	0.000		7,588.98	0.00	7,588.98	0.00
Subtotal			2,008,957.36				7,591.64	0.00	7,591.64	0.00
TOTAL OTHER TRANSACTIONS			4,077,957.36				20,920.56	0.00	20,920.56	0.00



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
02665WBF7	American Honda Finance Note 1.65% Due 07/12/2021	07/30/2019 07/31/2019 200,000.00	198,683.92 0.00 0.00 198,781.17	1,274.17 0.00 1,549.17 275.00	97.25 0.00 97.25 372.25	372.25
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	03/11/2019 03/13/2019 200,000.00	197,862.36 0.00 0.00 197,922.52	373.33 0.00 773.33 400.00	60.16 0.00 60.16 460.16	460.16
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 01/13/2023	11/21/2019 11/25/2019 200,000.00	202,781.64 0.00 0.00 202,691.43	1,840.00 0.00 2,240.00 400.00	0.00 90.21 (90.21) 309.79	309.79
06051GFW4	Bank of America Corp Note 2.625% Due 04/19/2021	04/25/2019 04/29/2019 200,000.00	199,888.35 0.00 0.00 199,898.75	612.50 0.00 1,050.00 437.50	10.40 0.00 10.40 447.90	447.90
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 08/16/2023	04/11/2019 04/15/2019 200,000.00	195,784.70 0.00 0.00 195,892.69	1,283.33 0.00 1,650.00 366.67	107.99 0.00 107.99 474.66	474.66
24422ETV1	John Deere Capital Corp Note 2.15% Due 09/08/2022	04/17/2019 04/22/2019 305,000.00	300,872.59 0.00 0.00 301,021.95	1,511.87 0.00 2,058.33 546.46	149.36 0.00 149.36 695.82	695.82
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	369,529.17 0.00 0.00 369,073.24	5,676.56 5,906.25 754.69 984.38	0.00 455.93 (455.93) 528.45	528.45
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	03/24/2020 03/25/2020 155,000.00	166,481.28 0.00 0.00 166,247.61	2,067.20 2,228.13 210.43 371.36	0.00 233.67 (233.67) 137.69	137.69
3130ADRG9	FHLB Note 2.75% Due 03/10/2023	04/11/2019 04/12/2019 350,000.00	353,777.64 0.00 0.00 353,665.65	2,165.63 0.00 2,967.71 802.08	0.00 111.99 (111.99) 690.09	690.09



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort. Income Earned	Total Income
3130AHSR5	FHLB Note 1.625% Due 12/20/2021	12/19/2019 12/20/2019 320,000.00	319,731.94 0.00 0.00 319,746.12	2,325.56 2,600.00 158.89 433.33	14.18 0.00 14.18 447.51	447.51
3133ELWD2	FFCB Note 0.375% Due 04/08/2022	04/03/2020 04/08/2020 285,000.00	284,609.40 0.00 0.00 284,626.74	157.34 0.00 246.41 89.07	17.34 0.00 17.34 106.41	106.41
3133ELYR9	FFCB Note 0.25% Due 05/06/2022	04/30/2020 05/06/2020 325,000.00	324,601.95 0.00 0.00 324,618.91	56.42 0.00 124.13 67.71	16.96 0.00 16.96 84.67	84.67
3134GVJ66	FHLMC Note 0.25% Due 06/08/2022	06/04/2020 06/08/2020 350,000.00	0.00 349,790.00 0.00 349,796.62	0.00 0.00 55.90 55.90	6.62 0.00 6.62 62.52	62.52
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 245,000.00	244,269.28 0.00 0.00 244,289.49	15.31 0.00 66.35 51.04	20.21 0.00 20.21 71.25	71.25
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	363,827.92 0.00 0.00 363,481.64	2,208.16 0.00 3,046.70 838.54	0.00 346.28 (346.28) 492.26	492.26
3137B4GY6	FHLMC K032 A2 3.31% Due 05/25/2023	07/23/2019 07/26/2019 275,000.00	283,462.79 0.00 0.00 283,229.44	151.71 758.54 151.71 758.54	0.00 233.35 (233.35) 525.19	525.19
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	06/26/2019 06/28/2019 135,000.00	137,614.46 0.00 0.00 137,518.22	347.63 347.63 347.63 347.63	0.00 96.24 (96.24) 251.39	251.39
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	10/30/2019 10/31/2019 350,000.00	353,761.84 0.00 0.00 353,570.89	3,186.46 0.00 3,879.17 692.71	0.00 190.95 (190.95) 501.76	501.76



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 305,000.00	304,874.83 0.00 0.00 304,878.35	76.25 0.00 171.56 95.31	3.52 0.00 3.52 98.83	98.83
3137EAES4	FHLMC Note 0.25% Due 06/26/2023	06/24/2020 06/26/2020 300,000.00	0.00 299,124.00 0.00 299,128.00	0.00 0.00 10.42 10.42	4.00 0.00 4.00 14.42	14.42
404280BA6	HSBC Holdings PLC Note 3.6% Due 05/25/2023	05/15/2019 05/17/2019 200,000.00	203,540.26 0.00 0.00 203,442.64	120.00 0.00 720.00 600.00	0.00 97.62 (97.62) 502.38	502.38
43814WAB1	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 09/20/2021	02/19/2019 02/27/2019 51,575.19	61,384.89 0.00 9,811.71 51,573.61	60.96 140.68 51.22 130.94	0.43 0.00 0.43 131.37	131.37
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 115,000.00	114,999.29 0.00 0.00 114,999.31	90.98 170.58 90.98 170.58	0.02 0.00 0.02 170.60	170.60
459200JX0	IBM Corp Note 2.85% Due 05/13/2022	05/16/2019 05/20/2019 200,000.00	200,195.87 0.00 0.00 200,187.60	285.00 0.00 760.00 475.00	0.00 8.27 (8.27) 466.73	466.73
46623EKG3	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 08/15/2021	05/16/2019 05/20/2019 200,000.00	198,982.30 0.00 0.00 199,051.69	1,351.50 0.00 1,734.00 382.50	69.39 0.00 69.39 451.89	451.89
477870AB5	John Deere Owner Trust 2019-B A2 2.28% Due 05/16/2022	10/30/2019 10/31/2019 129,325.83	144,663.34 0.00 15,181.16 129,459.87	146.43 274.56 131.05 259.18	0.00 22.31 (22.31) 236.87	236.87
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	02/06/2019 02/08/2019 24,154.87	30,500.66 0.00 6,505.59 24,036.51	24.80 46.50 19.54 41.24	41.44 0.00 41.44 82.68	82.68



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	Various Various 475,000.00	254,188.29 230,915.04 0.00 484,966.71	323.33 406.19 614.33 697.19	0.00 136.62 (136.62) 560.57	560.57
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 02/06/2024	03/05/2020 03/09/2020 200,000.00	212,501.51 0.00 0.00 212,209.19	1,836.81 0.00 2,315.97 479.16	0.00 292.32 (292.32) 186.84	186.84
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 120,000.00	119,994.47 0.00 0.00 119,994.59	102.93 193.00 102.93 193.00	0.12 0.00 0.12 193.12	193.12
68389XBK0	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 09/15/2021	04/11/2019 04/15/2019 200,000.00	198,116.00 0.00 0.00 198,236.00	802.22 0.00 1,118.89 316.67	120.00 0.00 120.00 436.67	436.67
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 02/17/2022	02/21/2019 02/25/2019 250,000.00	248,174.65 0.00 0.00 248,262.12	1,895.83 0.00 2,442.71 546.88	87.47 0.00 87.47 634.35	634.35
69371RP42	Paccar Financial Corp Note 3.15% Due 08/09/2021	04/24/2019 04/26/2019 200,000.00	200,941.72 0.00 0.00 200,876.62	1,960.00 0.00 2,485.00 525.00	0.00 65.10 (65.10) 459.90	459.90
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 01/30/2023	02/11/2020 02/13/2020 75,000.00	76,591.14 0.00 0.00 76,540.46	655.42 0.00 817.92 162.50	0.00 50.68 (50.68) 111.82	111.82
78012KKU0	Royal Bank of Canada Note 2.5% Due 01/19/2021	03/06/2019 03/08/2019 200,000.00	199,561.82 0.00 0.00 199,618.48	1,833.33 0.00 2,250.00 416.67	56.66 0.00 56.66 473.33	473.33
808513AW5	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 05/21/2021	04/25/2019 04/29/2019 200,000.00	201,019.05 0.00 0.00 200,924.70	180.56 0.00 722.22 541.66	0.00 94.35 (94.35) 447.31	447.31



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	04/30/2019 05/02/2019 200,000.00	198,720.00 0.00 0.00 198,829.09	130.00 0.00 455.00 325.00	109.09 0.00 109.09 434.09	434.09
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	07/16/2019 07/18/2019 200,000.00	205,360.07 0.00 0.00 205,243.46	1,444.44 0.00 1,986.11 541.67	0.00 116.61 (116.61) 425.06	425.06
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 03/15/2023	08/29/2019 08/30/2019 175,000.00	177,941.09 0.00 0.00 177,854.33	247.33 463.75 247.33 463.75	0.00 86.76 (86.76) 376.99	376.99
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 01/11/2023	04/25/2019 04/29/2019 200,000.00	199,898.47 0.00 0.00 199,901.66	2,100.00 0.00 2,550.00 450.00	3.19 0.00 3.19 453.19	453.19
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 01/18/2022	02/05/2019 02/07/2019 90,126.42	100,772.68 0.00 11,311.28 89,565.30	70.70 163.15 62.81 155.26	103.90 0.00 103.90 259.16	259.16
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 07/24/2023	05/17/2019 05/21/2019 250,000.00	255,005.57 0.00 0.00 254,871.13	2,998.61 0.00 3,706.94 708.33	0.00 134.44 (134.44) 573.89	573.89
912828M80	US Treasury Note 2% Due 11/30/2022	Various Various 300,000.00	302,897.70 0.00 0.00 302,802.38	16.39 0.00 508.20 491.81	0.00 95.32 (95.32) 396.49	396.49
912828Q78	US Treasury Note 1.375% Due 04/30/2021	01/30/2020 01/31/2020 30,000.00	29,970.84 0.00 0.00 29,973.47	35.87 0.00 69.50 33.63	2.63 0.00 2.63 36.26	36.26
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 300,000.00	294,651.34 0.00 0.00 294,783.29	698.77 0.00 1,036.89 338.12	131.95 0.00 131.95 470.07	470.07



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828V80	US Treasury Note 2.25% Due 01/31/2024	11/26/2019 11/27/2019 200,000.00	204,654.64 0.00 0.00 204,550.35	1,508.24 0.00 1,879.12 370.88	0.00 104.29 (104.29) 266.59	266.59
912828VB3	US Treasury Note 1.75% Due 05/15/2023	12/16/2019 12/17/2019 250,000.00	250,448.15 0.00 0.00 250,435.68	202.11 0.00 558.76 356.65	0.00 12.47 (12.47) 344.18	344.18
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	12/12/2019 12/13/2019 300,000.00	308,665.26 0.00 0.00 308,485.23	346.47 0.00 957.88 611.41	0.00 180.03 (180.03) 431.38	431.38
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	304,816.77 0.00 0.00 304,721.77	1,759.62 0.00 2,192.31 432.69	0.00 95.00 (95.00) 337.69	337.69
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 80,000.00	79,994.71 0.00 0.00 79,994.82	47.42 129.33 47.42 129.33	0.11 0.00 0.11 129.44	129.44
949746SK8	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 01/24/2023	04/29/2019 04/30/2019 200,000.00	200,203.48 0.00 0.00 200,193.34	2,165.35 0.00 2,676.85 511.50	0.00 10.14 (10.14) 501.36	501.36
			10,581,772.09	50,770.85	1,234.39	
			879,829.04	13,828.29	3,360.95	
			42,809.74	56,824.41	(2,126.56)	
Total Fixed Income		11,315,182.31	11,416,664.83	19,881.85	17,755.29	17,755.29
CASH & EQUIVALENT						
02587CFZ8	American Express Negotiable CD 1.95% Due 09/08/2020	08/29/2017 08/29/2017 250,000.00	250,000.00 0.00 0.00 250,000.00	1,161.99 0.00 1,562.67 400.68	0.00 0.00 0.00 400.68	400.68

Income Earned

As of June 30, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
05580ACZ5	BMW Corp Negotiable CD 2.2% Due 09/30/2020	09/24/2015 09/24/2015 248,000.00	248,000.00 0.00 0.00 248,000.00	941.72 0.00 1,390.16 448.44	0.00 0.00 0.00 448.44	448.44
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/07/2021	09/20/2016 09/20/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	579.23 0.00 895.18 315.95	0.00 0.00 0.00 315.95	315.95
140420XR6	Capital One Bank USA NA Negotiable CD 1.7% Due 04/06/2021	03/30/2016 03/30/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	646.84 0.00 993.36 346.52	0.00 0.00 0.00 346.52	346.52
14042RAK7	CAPITAL ONE Negotiable CD 2.25% Due 09/30/2020	09/24/2015 09/24/2015 248,000.00	248,000.00 0.00 0.00 248,000.00	963.12 0.00 1,421.75 458.63	0.00 0.00 0.00 458.63	458.63
29976D2F6	Everbank Negotiable CD 2.05% Due 02/14/2022	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,406.81 0.00 1,824.67 417.86	0.00 0.00 0.00 417.86	417.86
313384D55	FHLB Discount Note 0.145% Due 08/26/2020	05/28/2020 05/28/2020 800,000.00	799,722.89 0.00 0.00 799,819.56	0.00 0.00 0.00 0.00	96.67 0.00 96.67 96.67	96.67
31846V203	First American Govt Obligation Fund Class Y	Various Various 41,390.16	1,362,006.14 59,378.85 1,379,994.83 41,390.16	0.00 2.66 0.00 2.66	0.00 0.00 0.00 2.66	2.66
38148J3E9	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	11/17/2015 11/17/2015 245,000.00	245,000.00 0.00 0.00 245,000.00	108.07 0.00 571.22 463.15	0.00 0.00 0.00 463.15	463.15
46147URQ5	Investors Community Bank Negotiable CD 1.5% Due 02/26/2021	03/31/2016 03/31/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	315.95 315.95 305.75 305.75	0.00 0.00 0.00 305.75	305.75



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort: Of Premium Net Accret/Amort Income Earned	Total Income
48714LAC3	Kearny Bank Negotiable CD 1.75% Due 03/01/2021	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,117.70 0.00 1,474.41 356.71	0.00 0.00 0.00 356.71	356.71
55266CRD0	MB Financial Bank NA Negotiable CD 1.4% Due 04/15/2021	03/31/2016 03/31/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	161.71 294.88 152.20 285.37	0.00 0.00 0.00 285.37	285.37
684000\$09	Opus Bank Collateralized CD Due 06/28/2020	06/28/2019 06/28/2019 0.00	250,000.00 0.00 250,000.00 0.00	10.26 56.44 0.00 46.18	0.00 0.00 0.00 46.18	46.18
87164XMJ2	Synchrony Bank Negotiable CD 1.55% Due 06/29/2021	06/24/2016 06/24/2016 248,000.00	248,000.00 0.00 0.00 248,000.00	1,632.38 1,927.27 21.06 315.95	0.00 0.00 0.00 315.95	315.95
88413QBQ0	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 09/15/2020	08/29/2017 08/29/2017 250,000.00	250,000.00 0.00 0.00 250,000.00	1,015.07 0.00 1,405.48 390.41	0.00 0.00 0.00 390.41	390.41
9127963F4	US Treasury Bill 0.118% Due 07/21/2020	06/29/2020 06/30/2020 500,000.00	0.00 499,965.73 0.00 499,967.36	0.00 0.00 0.00 0.00	1.63 0.00 1.63 1.63	1.63
98878BER5	Zions Bank Negotiable CD 1.7% Due 02/16/2021	02/09/2017 02/09/2017 248,000.00	248,000.00 0.00 0.00 248,000.00	1,224.37 0.00 1,570.89 346.52	0.00 0.00 0.00 346.52	346.52
			5,636,729.03	11,285.22	98.30	
			559,344.58	2,597.20	0.00	
			1,629,994.83	13,588.80	98.30	
Total Cash & Equivalent		4,566,390.16	4,566,177.08	4,900.78	4,999.08	4,999.08

Income Earned

As of June 30, 2020



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund	Various	14,568,180.40	30,884.82	0.00	14,385.14
	State Pool	Various	0.00	0.00	0.00	
		14,568,180.40	0.00	45,269.96	0.00	
			14,568,180.40	14,385.14	14,385.14	
			14,568,180.40	30,884.82	0.00	
			0.00	0.00	0.00	
			0.00	45,269.96	0.00	
Total Local Agency Investment Fund		14,568,180.40	14,568,180.40	14,385.14	14,385.14	14,385.14
INVESTMENT POOL						
09CATR\$05	CalTrust	Various	6,503,571.43	0.00	0.00	7,588.98
	Medium Term Fund	Various	7,588.98	7,588.98	0.00	
		647,372.06	0.00	0.00	0.00	
			6,511,160.41	7,588.98	7,588.98	
			6,503,571.43	0.00	0.00	
			7,588.98	7,588.98	0.00	
			0.00	0.00	0.00	
Total Investment Pool		647,372.06	6,511,160.41	7,588.98	7,588.98	7,588.98
			37,290,252.95	92,940.89	1,332.69	
			1,446,762.60	24,014.47	3,360.95	
			1,672,804.57	115,683.17	(2,028.26)	
TOTAL PORTFOLIO		31,097,124.93	37,062,182.72	46,756.75	44,728.49	44,728.49

Cash Flow Report

As of June 30, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
07/11/2020	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
07/12/2020	Interest	02665WBF7	200,000.00	American Honda Finance Note 1.65% Due 7/12/2021	0.00	1,650.00	1,650.00
07/13/2020	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
07/13/2020	Interest	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	0.00	4,156.25	4,156.25
07/15/2020	Dividend	90LAIF\$00	1,198,998,658.90	Local Agency Investment Fund State Pool	0.00	45,135.09	45,135.09
07/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
07/15/2020	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	11,961.11	1,151.88	13,112.99
07/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	6,162.53	170.58	6,333.11
07/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,319.21	193.00	2,512.21
07/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,154.08	463.75	5,617.83
07/15/2020	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,260.59	245.72	5,506.31
07/15/2020	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,526.88	36.63	2,563.51
07/18/2020	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,160.86	118.19	3,279.05
07/18/2020	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,780.78	144.95	8,925.73
07/19/2020	Interest	78012KKU0	200,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	0.00	2,500.00	2,500.00
07/19/2020	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63

Cash Flow Report

As of June 30, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,615.63	129.33	1,744.96
07/21/2020	Maturity	9127963F4	500,000.00	US Treasury Bill 0.118% Due 7/21/2020	500,000.00	0.00	500,000.00
07/24/2020	Interest	949746SK8	200,000.00	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	0.00	3,069.00	3,069.00
07/24/2020	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
07/25/2020	Interest	31378M6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
07/25/2020	Paydown	313784GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,450.76	758.54	8,209.30
07/30/2020	Interest	747525AR4	75,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	0.00	975.00	975.00
07/31/2020	Interest	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	2,250.00	2,250.00
07/31/2020	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
JUL 2020					554,392.43	76,409.29	630,801.72
08/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
08/06/2020	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
08/09/2020	Interest	69371RP42	200,000.00	Paccar Financial Corp Note 3.15% Due 8/9/2021	0.00	3,150.00	3,150.00
08/15/2020	Interest	46623EKG3	200,000.00	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	0.00	2,295.00	2,295.00
08/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
08/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,324.43	189.27	2,513.70
08/15/2020	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,271.56	235.72	5,507.28

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	6,019.07	161.44	6,180.51
08/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,163.22	450.09	5,613.31
08/15/2020	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,392.55	32.80	2,425.35
08/15/2020	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	11,989.43	1,122.87	13,112.30
08/16/2020	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
08/16/2020	Interest	98878BER5	248,000.00	Zions Bank Negotiable CD 1.7% Due 2/16/2021	0.00	2,102.22	2,102.22
08/17/2020	Interest	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	0.00	3,281.25	3,281.25
08/18/2020	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	8,338.32	130.83	8,469.15
08/18/2020	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,169.10	110.95	3,280.05
08/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,619.26	126.72	1,745.98
08/21/2020	Interest	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	0.00	2,535.04	2,535.04
08/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
08/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,473.86	737.99	8,211.85
08/26/2020	Maturity	313384D55	800,000.00	FHLB Discount Note 0.145% Due 8/26/2020	800,000.00	0.00	800,000.00
08/28/2020	Interest	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	0.00	2,164.05	2,164.05
AUG 2020					853,760.80	24,859.70	878,620.50
09/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/06/2020	Interest	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	0.00	2,457.53	2,457.53
09/08/2020	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
09/08/2020	Maturity	02587CFZ8	250,000.00	American Express Negotiable CD 1.95% Due 9/8/2020	250,000.00	26.71	250,026.71
09/10/2020	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
09/11/2020	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
09/12/2020	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
09/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
09/15/2020	Interest	68389XBK0	200,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	1,900.00	1,900.00
09/15/2020	Maturity	88413QBQ0	250,000.00	Third Fed Sav&Ln Cleveland Negotiable CD 1.9% Due 9/15/2020	250,000.00	2,394.52	252,394.52
09/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,172.37	436.41	5,608.78
09/15/2020	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,282.53	225.71	5,508.24
09/15/2020	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,257.95	29.17	2,287.12
09/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,875.26	152.51	6,027.77
09/15/2020	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,017.81	1,093.79	13,111.60
09/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,329.66	185.53	2,515.19
09/18/2020	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,177.36	103.69	3,281.05
09/18/2020	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,894.80	117.42	8,012.22



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,622.91	124.10	1,747.01
09/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
09/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,497.03	717.37	8,214.40
09/30/2020	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
09/30/2020	Maturity	14042RAK7	248,000.00	CAPITAL ONE Negotiable CD 2.25% Due 9/30/2020	248,000.00	2,812.93	250,812.93
09/30/2020	Maturity	05580ACZ5	248,000.00	BMW Corp Negotiable CD 2.2% Due 9/30/2020	248,000.00	2,750.42	250,750.42
SEP 2020					1,049,127.68	34,921.27	1,084,048.95
10/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
10/06/2020	Interest	140420XR6	248,000.00	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	0.00	2,113.78	2,113.78
10/07/2020	Interest	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.00	1,927.27	1,927.27
10/08/2020	Interest	3133ELWD2	285,000.00	FFCB Note 0.375% Due 4/8/2022	0.00	534.38	534.38
10/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
10/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,334.91	181.78	2,516.69
10/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,731.09	143.80	5,874.89
10/15/2020	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,293.54	215.67	5,509.21
10/15/2020	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	2,123.06	25.75	2,148.81
10/15/2020	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,046.24	1,064.65	13,110.89

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10/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,181.55	422.70	5,604.25
10/18/2020	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,185.65	96.41	3,282.06
10/18/2020	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,450.20	104.72	7,554.92
10/19/2020	Interest	06051GFW4	200,000.00	Bank of America Corp Note 2.625% Due 4/19/2021	0.00	2,625.00	2,625.00
10/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,626.56	121.48	1,748.04
10/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
10/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,520.26	696.70	8,216.96
10/31/2020	Interest	912828Q78	30,000.00	US Treasury Note 1.375% Due 4/30/2021	0.00	206.25	206.25
OCT 2020					52,493.06	11,419.09	63,912.15
11/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
11/03/2020	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
11/05/2020	Interest	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	565.52	565.52
11/06/2020	Interest	3133ELYR9	325,000.00	FFCB Note 0.25% Due 5/6/2022	0.00	406.25	406.25
11/13/2020	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
11/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
11/15/2020	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
11/15/2020	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50

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11/15/2020	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,987.90	22.53	2,010.43
11/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,586.58	135.30	5,721.88
11/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,340.15	178.03	2,518.18
11/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,190.73	408.97	5,599.70
11/15/2020	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,074.75	1,035.44	13,110.19
11/15/2020	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,304.57	205.61	5,510.18
11/18/2020	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	7,004.52	92.74	7,097.26
11/18/2020	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,193.96	89.11	3,283.07
11/19/2020	Interest	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.00	1,950.00	1,950.00
11/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,630.22	118.85	1,749.07
11/21/2020	Interest	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	0.00	3,250.00	3,250.00
11/22/2020	Interest	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	306.25	306.25
11/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
11/25/2020	Interest	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	3,600.00	3,600.00
11/25/2020	Maturity	38148J3E9	245,000.00	Goldman Sachs Bank USA Negotiable CD 2.3% Due 11/25/2020	245,000.00	2,840.66	247,840.66
11/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,543.58	675.95	8,219.53
11/30/2020	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00

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NOV 2020					296,856.96	31,027.17	327,884.13
12/01/2020	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	305.75	305.75
12/08/2020	Interest	3134GVJ66	350,000.00	FHLMC Note 0.25% Due 6/8/2022	0.00	437.50	437.50
12/08/2020	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
12/14/2020	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
12/15/2020	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	285.37	285.37
12/15/2020	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,345.42	174.27	2,519.69
12/15/2020	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,199.93	395.22	5,595.15
12/15/2020	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,852.47	19.51	1,871.98
12/15/2020	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,103.33	1,006.16	13,109.49
12/15/2020	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,441.72	127.01	5,568.73
12/15/2020	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,315.63	195.53	5,511.16
12/18/2020	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,202.29	81.79	3,284.08
12/18/2020	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	6,557.77	81.47	6,639.24
12/20/2020	Interest	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.00	2,600.00	2,600.00
12/20/2020	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,633.89	116.21	1,750.10
12/25/2020	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2020	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,566.97	655.14	8,222.11
12/26/2020	Interest	3137EAE54	300,000.00	FHLMC Note 0.25% Due 6/26/2023	0.00	375.00	375.00
12/29/2020	Interest	87164XMI2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	0.00	1,927.27	1,927.27
DEC 2020					51,219.42	17,265.21	68,484.63
01/01/2021	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
01/11/2021	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
01/12/2021	Interest	02665WBF7	200,000.00	American Honda Finance Note 1.65% Due 7/12/2021	0.00	1,650.00	1,650.00
01/13/2021	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
01/13/2021	Interest	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	0.00	4,156.25	4,156.25
01/15/2021	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
01/15/2021	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,326.69	185.44	5,512.13
01/15/2021	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,716.76	16.70	1,733.46
01/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,209.16	381.44	5,590.60
01/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,296.51	118.94	5,415.45
01/15/2021	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,131.97	976.81	13,108.78
01/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,350.70	170.49	2,521.19
01/18/2021	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,210.64	74.45	3,285.09

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/18/2021	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	6,109.92	70.93	6,180.85
01/19/2021	Maturity	78012KKU0	200,000.00	Royal Bank of Canada Note 2.5% Due 1/19/2021	200,000.00	2,500.00	202,500.00
01/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,637.56	113.57	1,751.13
01/24/2021	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
01/24/2021	Interest	949746SK8	200,000.00	Wells Fargo Company Callable Note 1X 1/24/2023 3.069% Due 1/24/2023	0.00	3,069.00	3,069.00
01/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
01/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,590.42	634.27	8,224.69
01/30/2021	Interest	747525AR4	75,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	0.00	975.00	975.00
01/31/2021	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
01/31/2021	Interest	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	2,250.00	2,250.00
JAN 2021					250,580.33	30,276.75	280,857.08
02/01/2021	Interest	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	0.00	315.95	315.95
02/06/2021	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
02/09/2021	Interest	69371RP42	200,000.00	Paccar Financial Corp Note 3.15% Due 8/9/2021	0.00	3,150.00	3,150.00
02/15/2021	Interest	46623EKG3	200,000.00	JP Morgan Chase Callable Note 1X 8/15/2020 2.295% Due 8/15/2021	0.00	2,295.00	2,295.00
02/15/2021	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	294.88	294.88
02/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,150.94	111.08	5,262.02

Cash Flow Report

As of June 30, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2021	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,580.76	14.10	1,594.86
02/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,218.40	367.63	5,586.03
02/15/2021	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,337.80	175.31	5,513.11
02/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,355.99	166.71	2,522.70
02/15/2021	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,160.69	947.39	13,108.08
02/16/2021	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
02/16/2021	Maturity	98878BER5	248,000.00	Zions Bank Negotiable CD 1.7% Due 2/16/2021	248,000.00	2,125.33	250,125.33
02/17/2021	Interest	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	0.00	3,281.25	3,281.25
02/18/2021	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	5,660.99	61.10	5,722.09
02/18/2021	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,219.02	67.09	3,286.11
02/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,641.24	110.93	1,752.17
02/21/2021	Interest	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	0.00	2,562.89	2,562.89
02/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
02/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,613.95	613.34	8,227.29
02/26/2021	Maturity	46147URQ5	248,000.00	Investors Community Bank Negotiable CD 1.5% Due 2/26/2021	248,000.00	254.79	248,254.79
02/28/2021	Interest	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	0.00	2,187.84	2,187.84
FEB 2021					545,939.78	24,525.24	570,465.02

Cash Flow Report

As of June 30, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/01/2021	Maturity	48714LAC3	248,000.00	Kearny Bank Negotiable CD 1.75% Due 3/1/2021	248,000.00	11.89	248,011.89
03/08/2021	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
03/10/2021	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
03/11/2021	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
03/12/2021	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
03/15/2021	Interest	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	0.00	266.35	266.35
03/15/2021	Interest	68389XBK0	200,000.00	Oracle Corp Callable Note Cont 8/15/2021 1.9% Due 9/15/2021	0.00	1,900.00	1,900.00
03/15/2021	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,348.92	165.17	5,514.09
03/15/2021	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,189.47	917.89	13,107.36
03/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,361.29	162.92	2,524.21
03/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,227.65	353.80	5,581.45
03/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,005.03	103.44	5,108.47
03/15/2021	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,444.49	11.70	1,456.19
03/18/2021	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	5,210.98	52.00	5,262.98
03/18/2021	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,227.42	59.71	3,287.13
03/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,644.94	108.27	1,753.21
03/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63

Cash Flow Report

As of June 30, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,637.56	592.33	8,229.89
03/31/2021	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
MAR 2021					297,297.75	23,488.10	320,785.85
04/06/2021	Maturity	140420XR6	248,000.00	Capital One Bank USA NA Negotiable CD 1.7% Due 4/6/2021	248,000.00	2,102.22	250,102.22
04/07/2021	Interest	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.00	1,916.73	1,916.73
04/08/2021	Interest	3133ELWD2	285,000.00	FFCB Note 0.375% Due 4/8/2022	0.00	534.38	534.38
04/15/2021	Maturity	55266CRD0	248,000.00	MB Financial Bank NA Negotiable CD 1.4% Due 4/15/2021	248,000.00	294.88	248,294.88
04/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,858.75	96.02	4,954.77
04/15/2021	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,218.31	888.34	13,106.65
04/15/2021	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,360.06	155.01	5,515.07
04/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,366.60	159.13	2,525.73
04/15/2021	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,307.93	9.51	1,317.44
04/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,236.92	339.95	5,576.87
04/18/2021	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,235.83	52.32	3,288.15
04/18/2021	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	4,759.87	43.62	4,803.49
04/19/2021	Maturity	06051GFW4	200,000.00	Bank of America Corp Note 2.625% Due 4/19/2021	200,000.00	2,625.00	202,625.00
04/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,648.64	105.61	1,754.25



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/21/2021	Call	808513AW5	200,000.00	Charles Schwab Corp Callable Note Cont 4/21/2021 3.25% Due 5/21/2021	200,000.00	2,708.33	202,708.33
04/25/2021	Interest	31378M6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
04/25/2021	Paydown	313784GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,661.23	571.27	8,232.50
04/30/2021	Maturity	912828Q78	30,000.00	US Treasury Note 1.375% Due 4/30/2021	30,000.00	206.25	30,206.25
APR 2021					974,654.14	13,156.20	987,810.34
05/03/2021	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
05/05/2021	Interest	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	571.88	571.88
05/06/2021	Interest	3133ELYR9	325,000.00	FFCB Note 0.25% Due 5/6/2022	0.00	406.25	406.25
05/13/2021	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
05/15/2021	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
05/15/2021	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50
05/15/2021	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,247.23	858.71	13,105.94
05/15/2021	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,171.09	7.53	1,178.62
05/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,371.92	155.32	2,527.24
05/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,712.12	88.81	4,800.93
05/15/2021	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,371.22	144.83	5,516.05
05/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,246.21	326.07	5,572.28



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/18/2021	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	4,307.68	35.96	4,343.64
05/18/2021	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,244.28	44.90	3,289.18
05/19/2021	Maturity	857477AV5	200,000.00	State Street Bank Note 1.95% Due 5/19/2021	200,000.00	1,950.00	201,950.00
05/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,652.35	102.95	1,755.30
05/22/2021	Interest	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	306.25	306.25
05/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
05/25/2021	Interest	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	0.00	3,600.00	3,600.00
05/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,684.99	550.13	8,235.12
05/31/2021	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
MAY 2021					248,009.09	23,684.72	271,693.81
06/08/2021	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
06/08/2021	Interest	3134GVJ66	350,000.00	FHLMC Note 0.25% Due 6/8/2022	0.00	437.50	437.50
06/14/2021	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
06/15/2021	Paydown	47789JAD8	475,000.00	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	12,276.22	829.01	13,105.23
06/15/2021	Paydown	477870AB5	129,325.83	John Deere Owner Trust 2019-B A2 2.28% Due 5/16/2022	5,382.41	134.62	5,517.03
06/15/2021	Paydown	65479JAD5	120,000.00	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,377.27	151.50	2,528.77
06/15/2021	Paydown	43815NAC8	115,000.00	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	4,565.14	81.82	4,646.96

Cash Flow Report

As of June 30, 2020



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2021	Paydown	47788BAD6	24,154.87	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	1,033.98	5.75	1,039.73
06/15/2021	Paydown	89231PAD0	175,000.00	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	5,255.51	312.17	5,567.68
06/18/2021	Paydown	43814WAB1	51,575.19	Honda Auto Receivables Trust 2019-1 A2 2.75% Due 9/20/2021	3,252.73	37.47	3,290.20
06/18/2021	Paydown	89238KAD4	90,126.42	Toyota Auto Receivables Trust 2017-D A3 1.93% Due 1/18/2022	3,854.39	29.03	3,883.42
06/20/2021	Interest	3130AHSR5	320,000.00	FHLB Note 1.625% Due 12/20/2021	0.00	2,600.00	2,600.00
06/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	1,656.06	100.28	1,756.34
06/25/2021	Interest	3137BM6P6	135,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	347.63	347.63
06/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	7,708.80	528.94	8,237.74
06/26/2021	Interest	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	0.00	375.00	375.00
06/29/2021	Maturity	87164XMJ2	248,000.00	Synchrony Bank Negotiable CD 1.55% Due 6/29/2021	248,000.00	1,916.73	249,916.73
JUN 2021					295,362.51	16,021.83	311,384.34
TOTAL					5,469,693.95	327,054.57	5,796,748.52



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

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

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

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



CITY of GARDENA

5. D. (1)
CITY MANAGER
Report No. P-2020-13
Date: July 28, 2020

TO: THE HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: PERSONNEL REPORT

1. Report the count of confirmed COVID-19 employee cases:
 - a. Transportation Department: Two (2)
 - b. Police Department: Four (4)
 - c. Public Works: One (1)
2. Report the Promotion of the following individuals:
 - a. **LUIS CONTRERAS** to the position of Police Sergeant, Schedule 203 (\$8,374 - \$10,689/month), with the Police Department effective July 12, 2020.
 - b. **MATTHEW HASSOLDT** to the position of Police Sergeant, Schedule 203 (\$8,374 - \$10,689/month), with the Police Department effective July 26, 2020.
3. Report the Transfers of the following individuals:
 - a. **KIMBERLY NOLAN** to the position of Administrative Analyst II, Schedule 54 (\$5,689 - \$7,261/month), with the Public Works Department effective July 16, 2020.
 - b. **WILLIAM TURNER LOTT** to the position of Administrative Aide, Schedule 43 (\$4,337 - \$5,536/month), with the Public Works Department effective July 16, 2020.
 - c. **ANTHONY GONZALEZ** to the position of Park Maintenance Worker I, Schedule 34 (\$3,473 - \$4,432/month), with the Public Works Department effective July 16, 2020.
 - d. **GEORGINA PLACIDO** to the position of Customer Service Clerk II, Schedule 33 (\$3,388 - \$4,324/month), with the Elected & Administrative Offices effective July 16, 2020.
 - e. **PAIGE HANSEN** to the position of Senior Clerk Typist, Schedule 38 (\$3,833 - \$4,892/month), with the Community Development Department effective July 16, 2020.
 - f. **EVETTE WEDLOW-BENJAMIN** to the position of Administrative Analyst II, Schedule 54 (\$5,689 - \$7,261/month), with the Transportation Department effective July 16, 2020.
 - g. **ADRIANNA RENTERIA** to the position of Administrative Analyst I, Schedule 49 (\$5,029 - \$6,418/month), with the Transportation Department effective July 16, 2020.
 - h. **IN YOO** to the position of Administrative Analyst I, Schedule 49 (\$5,029 - \$6,418/month), with the Transportation Department effective July 16, 2020.

- i. **CHRISTINE UTLEY** to the position of Administrative Aide, Schedule 43 (\$4,337 - \$5,536/month), with the Transportation Department effective July 16, 2020.
 - j. **KATHY NELSON** to the position of Customer Service Clerk I, Schedule 29 (\$3,070 - \$3,919/month), with the Transportation Department effective July 16, 2020.
 - k. **VICTORIA VILLA** to the position of Recreation Coordinator, Schedule 42 (\$4,231 - \$5,400/month), with the Recreation & Human Services Department effective July 27, 2020.
4. Report the Separation of Senior Transit Utility Specialist, **KENNETH MILLER**, of the Transportation Department effective July 15, 2020. Mr. Miller provided 18 years of service to the City.
 5. Report the Retirement of the following individuals:
 - a. Police Sergeant, **MICHAEL ROBBINS**, of the Police Department effective July 15, 2020. Mr. Robbins provided 4 years and 4 months of service to the City.
 - b. Secretary, **LEI LANI MOORE**, of the Public Works Department effective July 15, 2020. Ms. Moore provided 20 years and 6 months of service to the City.
 - c. Police Sergeant, **BRIAN JUCKETT**, of the Police Department effective July 25, 2020. Mr. Juckett provided 39 years and 5 months of service to the City.
 - d. Administrative Analyst III, **GINA AYERS**, of the Police Department effective July 31, 2020. Ms. Ayers provided 40 years and 2 months of service to the City.
 6. Report that the following individuals returned to duty from leave:
 - a. Police Officer, **IXTZIA LINARES**, of the Police Department effective June 28, 2020.
 - b. Police Officer, **MATTHEW PECH**, of the Police Department effective July 2, 2020.
 - c. Human Resources Manager, **NORA VERCELES**, of the Elected & Administrative Offices effective July 13, 2020.
 - d. Payroll Specialist, **SARAH READ**, of the Administrative Services Department effective July 13, 2020.

Respectfully submitted,



CLINT OSORIO
City Manager/Human Resources Officer

cc: City Attorney
City Clerk
Human Resources
Payroll



City of Gardena

City Council Meeting

Agenda Item No. 5.D. (2)
Department: CONSENT CALENDAR
Meeting Date: July 28, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA TITLE: APPROVE AGREEMENTS WITH LOS ANGELES COUNTY AND THE CITY OF HAWTHORNE AND THE CITY OF GARDENA FOR PARATRANSIT SERVICE

COUNCIL ACTION REQUIRED: Approve Agreements	Action Taken									
RECOMMENDATION AND STAFF SUMMARY: <p>GTrans operates Special Transit Service for senior citizens and customers with physical disabilities residing in the Cities of Gardena, Hawthorne and the unincorporated Los Angeles County communities of Alondra Park, Del Aire and Hawthorne Island. This service is operated using eight modified vans and minivans. All customers must be pre-certified, and the fare for a one-way trip is 75 cents.</p> <p>The provision of service for both the City of Hawthorne and the specified communities in unincorporated Los Angeles County, is provided under cooperative agreements between the City of Gardena and both parties, respectively. Both entities reimburse GTrans for the cost per trip for the number of actual trips provided, less the cash fares collected by GTrans, up to a maximum specified amount.</p> <p>The two-year agreements with Los Angeles County and the City of Hawthorne provide for compensation to GTrans for the provision of this service up to a maximum amount, as displayed below:</p> <table border="1"><thead><tr><th></th><th>FY2021</th><th>FY2022</th></tr></thead><tbody><tr><td>Los Angeles County</td><td>\$85,000</td><td>\$85,000</td></tr><tr><td>City of Hawthorne</td><td>\$330,000</td><td>\$330,000</td></tr></tbody></table> <p>Therefore, it is recommended that Council authorize the execution of each of the attached, two-year Cooperative Agreements for Paratransit Services.</p>			FY2021	FY2022	Los Angeles County	\$85,000	\$85,000	City of Hawthorne	\$330,000	\$330,000
	FY2021	FY2022								
Los Angeles County	\$85,000	\$85,000								
City of Hawthorne	\$330,000	\$330,000								
FINANCIAL IMPACT/COST: Both the County of Los Angeles and the City of Hawthorne agree to reimburse GTrans over the course of their two-year agreements for a total of up to \$170,000 and \$660,000, respectively. There is no impact to the General Fund.										
ATTACHMENTS: A. Cooperative Agreement between Los Angeles County and City of Gardena for Paratransit Service B. Cooperative Agreement between City of Hawthorne and the City of Gardena for Paratransit Service										
Submitted by <u>Ernie Crespo</u> , Ernie Crespo, Director of Transportation Date <u>7/20/20</u>										
Concurred by <u>Clint D. Osorio</u> , Clint D. Osorio, City Manager Date <u>7/22/20</u>										

COOPERATIVE AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF GARDENA

FOR

ALONDRA PARK, DEL AIRE, AND
HAWTHORNE ISLAND
PARATRANSIT SERVICE

FISCAL YEARS 2020-21 and 2021-22

**ALONDRA PARK, DEL AIRE, AND HAWTHORNE ISLAND
PARATRANSIT SERVICE**

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AGREEMENT

THIS cooperative AGREEMENT, made and entered into by and between the CITY OF GARDENA, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY agree that it is in the public's interest to continue providing paratransit service to the eligible elderly sixty (60) years and older and persons with disabilities in the unincorporated COUNTY communities of Alondra Park, Del Aire, and Hawthorne Island, and CITY as defined in this AGREEMENT and Exhibit A (hereinafter referred to as SERVICE); and

WHEREAS, COUNTY is willing to finance COUNTY'S jurisdictional share of the cost of SERVICE for the term of this AGREEMENT using COUNTY'S Proposition A Local Return transit funds; and

WHEREAS, because of CITY/COUNTY joint program set forth herein, CITY shall apply for and the Los Angeles County Metropolitan Transportation Authority (hereinafter referred to as LACMTA), may grant a Proposition A Discretionary Incentive Fund grant through its subregional paratransit grant program, (hereinafter referred to as GRANT).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

FIRST: CITY agrees to provide SERVICE as described in AGREEMENT and Exhibit A.

SECOND: This AGREEMENT, together with Exhibit A, Scope of SERVICE; Exhibit B, General Requirements; Exhibit C, SERVICE Requirements; Exhibit D, SERVICE Area Map; Exhibit E, Internal Revenue Service Notice 1015; Exhibit F, Evidence of Insurance Programs; Exhibit G, Jury Service Ordinance; Exhibit H, Employee Jury Service Form; and Exhibit I, Safely Surrendered Baby Law Program; all attached hereto, constitute the entire AGREEMENT.

THIRD: The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2020, through June 30, 2022.

FOURTH: COUNTY'S maximum obligation under this AGREEMENT is One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) with a maximum obligation for each fiscal year of Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) or such greater amount as the BOARD may approve. COUNTY'S obligation under this AGREEMENT is subject to availability of funds in each fiscal year's budget.

FIFTH: This AGREEMENT constitutes the entire AGREEMENT between the COUNTY and the CITY with respect to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings. This AGREEMENT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed AGREEMENT.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this AGREEMENT and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this AGREEMENT had been delivered and had been signed using a handwritten signature. CITY and COUNTY (i) agree that an electronic signature, whether digital or encrypted, of a party to this AGREEMENT is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this AGREEMENT based on the foregoing forms of signature. If this AGREEMENT has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA) (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by CITY OF GARDENA on July 28, 2020, and by the DIRECTOR OF PUBLIC WORKS on _____, pursuant to authority delegated by the COUNTY OF LOS ANGELES Board of Supervisors on June 16, 2020, Item 7.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF GARDENA

By _____
Mayor

ATTEST:

By _____
City Clerk

By  _____
City Attorney

EXHIBIT A – SCOPE OF SERVICE

1. SERVICE

CITY shall provide eligible riders with paratransit service. CITY or its contractor(s) shall furnish SERVICE at such times and places as may be requested according to Exhibit C, SERVICE Requirements, and Exhibit D, SERVICE Area Map. CITY shall administer, monitor, and evaluate SERVICE.

COUNTY is committed to ensuring that no patron is excluded from participation in, or denied the benefits of, its services on the basis of race, color or national origin as protected by law, including Title VI of the Civil Rights Act of 1964, as amended. The CITY hereby asserts its commitment and assures it will comply.

2. Term of SERVICE

The term of SERVICE under this AGREEMENT shall be for the period of July 1, 2020, through June 30, 2022.

3. Routing and Scheduling

CITY and COUNTY have cooperatively established SERVICE requirements and SERVICE area within CITY'S available transportation capacity as described in Exhibits C and D. If SERVICE may be improved by revisions to scheduling, vehicle assignment, fleet size, or area served, the COUNTY'S Director of Public Works (hereinafter referred to as DIRECTOR) or his designee, and CITY shall plan and institute such changes jointly upon mutual consent and documented by correspondence between the parties.

4. Fares

All fares shall be retained by CITY to partially fund total SERVICE operating costs. COUNTY may request and CITY shall accept passes or vouchers issued by COUNTY in lieu of the cash fares specified herein. If it is determined that SERVICE may be improved by revisions to fares, COUNTY and CITY may plan and institute such changes jointly upon mutual written consent within the terms of this AGREEMENT after holding any public hearing(s) required by law.

5. Payment for SERVICE

A. Paratransit Service Cost

COUNTY agrees to pay, upon receipt of invoice and documentation thereof from CITY, the actual per-ride cost of each ride provided to the unincorporated COUNTY community residents, less all cash fares collected

up to the maximum obligation amount in accordance with fiscal year set forth in the following Subsection B. below, subject to COUNTY'S right to audit in Section 11 of this AGREEMENT. The per-ride cost shall be calculated monthly based on CITY'S actual overall SERVICE operating costs divided by total monthly one-way ridership. Overall SERVICE operating costs shall consist of the cost of marketing the program; providing, operating, and maintaining vehicles, drivers, dispatchers, and other necessary personnel; insurance; and direct administrative overhead costs based on CITY records.

B. Maximum Obligation

COUNTY'S, maximum obligation under this AGREEMENT for Fiscal Years 2020-21 through 2021-22 is One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) or such greater amount as the BOARD may approve. The budget for each fiscal year is Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) or such greater amount as the BOARD may approve. COUNTY'S obligation under this AGREEMENT is subject to availability of funds in each fiscal year's budget.

C. Proposition A Discretionary Fund GRANT

CITY shall apply to LACMTA for a Proposition A Discretionary Fund Grant in the maximum amount possible. Should CITY receive the grant, CITY shall apply funds to improve SERVICE or to coordinate transportation SERVICES. CITY shall provide COUNTY with its short-range transit plan, which will suffice as documentation via the budget of the plan that funds are applied to SERVICE.

D. Invoices for SERVICE

CITY shall submit invoices for payment along with the monthly service report and documentation in the form and number required by COUNTY within thirty (30) calendar days of the end of each month. Subject to acceptance and approval of invoice by COUNTY, payment will normally be made within thirty (30) calendar days of approval.

The COUNTY has, at its sole discretion, determined the most efficient and secure default form of payment for any amounts due for services provided under an AGREEMENT with the COUNTY. CITY further agree that the default form of payment shall be electronic funds transfer or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller.

At the request of the Auditor-Controller and/or Public Works, the CITY shall provide the Auditor-Controller with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this AGREEMENT. Such electronic banking and related information include, but is not limited to, bank account number and routing number, legal business name, valid taxpayer identification number, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the Auditor-Controller determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than electronic funds transfer or direct deposit shall supersede this requirement with respect to those payments. At any time during the duration of the AGREEMENT, CITY may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the Auditor-Controller is not feasible and an alternative is necessary. The Auditor-Controller, in consultation with Public Works, shall decide whether to approve exemption requests.

6. Marketing

CITY shall work with COUNTY in promoting SERVICE to eligible unincorporated COUNTY community residents. Marketing may use any media subject to review by DIRECTOR. All promotional material specifically disseminated to the unincorporated COUNTY community residents shall include the following: This service is financed through funds provided by the COUNTY.

7. Safety Program

CITY or its Contractor(s) shall provide regularly scheduled and ongoing formal safety instructions for all operating personnel assigned to perform any activities under this AGREEMENT. Such personnel shall be required to attend regularly scheduled safety meetings at least twice a year or as required by existing regulations.

8. Personnel and Operations

Compensation of all personnel assigned to perform SERVICE under this AGREEMENT shall be in accordance with all applicable Federal, State, and local ordinances and laws, including but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Such personnel shall treat passengers in a courteous manner, be clean and neatly dressed, and be trained in the handling of the elderly and persons with disabilities.

All personnel who are likely to be in contact with the public shall be trained to give accurate information concerning the operations of SERVICE. Upon notice from DIRECTOR concerning unacceptable conduct, demeanor, or appearance of such persons employed by CITY or CITY'S contractor(s), CITY shall take steps necessary to alleviate the cause of concern to DIRECTOR and shall advise DIRECTOR of the steps taken.

COUNTY shall have the right to have authorized COUNTY personnel board any SERVICE vehicle for the purpose of monitoring SERVICE or inspecting vehicle. CITY shall have the right to request DIRECTOR to advise CITY prior to such action. CITY shall work cooperatively with COUNTY to correct, on a timely basis, any deficiencies or institute improvements noted by COUNTY personnel or inspectors.

CITY and/or its contractor(s) shall have the right to refuse SERVICE to any or all passengers, if passenger activity will in any way impair the safe operation of any vehicle operating under SERVICE.

9. Equipment Requirements

CITY shall supply or require its Contractor(s) to supply sufficient and adequate vehicles, all maintained in good and clean condition, including air conditioning, lift equipment, spare vehicles, in the event of regularly assigned vehicle breakdown, and a two-way communication dispatch system to ensure the consistent fulfillment with the terms of this AGREEMENT. The cost of spare vehicles shall be included in CITY'S actual overall SERVICE operating costs. CITY shall require that its Contractors' equipment and facilities shall meet all requirements of applicable Federal, State, and local ordinances and laws, including but not limited to, the Americans with Disabilities Act of 1990. Furthermore, if SERVICE is provided by CITY Contractor(s), CITY shall actively monitor its Contractors' compliance with the above-mentioned equipment requirements and shall at all times during the term of this AGREEMENT ensure that such requirements are satisfied.

10. Recordkeeping and Reporting

CITY will provide access to daily ridership logs (i.e., driver and dispatcher logs), or other operational records for SERVICE deemed necessary by DIRECTOR and shall provide copies thereof upon specific request by DIRECTOR. CITY shall report quarterly unincorporated COUNTY area ridership to DIRECTOR. CITY shall keep records of all operating costs of SERVICE in accordance with strict accounting procedures. All accidents, defined by law as reportable accidents, involving SERVICE equipment or personnel while operating with COUNTY passengers shall be immediately reported to DIRECTOR. CITY shall maintain such operating and fiscal records as necessary to comply with LACMTA Proposition A requirements and procedures and shall maintain all records on file

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[illegible]

EXHIBIT B – GENERAL REQUIREMENTS

1. Interpretation of AGREEMENT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with legal counsel regarding the terms of this AGREEMENT and are fully cognizant of all terms and conditions herein. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this AGREEMENT and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the AGREEMENT the following terms are used, the intent and meaning shall be interpreted as follows:

AGREEMENT The written AGREEMENT covering the performance of the SERVICE and the furnishing of labor, materials, supervision, and equipment in the performance of the SERVICE.

BOARD The County of Los Angeles Board of Supervisors.

CITY The City of Gardena.

CONTRACTOR The person or persons, sole proprietor, partnership, joint venture, corporation or other entity that has entered into an agreement or contract with the CITY to perform or execute the SERVICE covered herein.

COUNTY County of Los Angeles and/or Los Angeles County Public Works.

Chief Executive Officer Chief Executive Officer for the County of Los Angeles appointed by the BOARD.

Day Calendar day(s) unless otherwise specified.

DIRECTOR The Director of Public Works of the County of Los Angeles or his designee.

Fiscal Year The 12-month period beginning July 1st and ending the following June 30th.

Public Works Los Angeles County Public Works.

SERVICE The entire contemplated SERVICE work scope prescribed in the Scope of Service and covered by this AGREEMENT.

Specifications The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this AGREEMENT.

Subcontract An agreement by contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor at any tier.

Subcontractor Any individual, person or persons, sole proprietor, firm, partnership, joint venture, company, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this agreement, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

2. Standard Terms and Conditions Pertaining to AGREEMENT Administration

A. Amendments

1. For any change that affects the scope of service, AGREEMENT sum, payments, or any term or condition included in this AGREEMENT, an amendment shall be prepared and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR, and CITY.
2. BOARD or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this AGREEMENT during the term of this AGREEMENT. COUNTY reserves the right to add and/or change such provisions as required by BOARD or the Chief Executive Officer. To implement such changes, an amendment to this AGREEMENT shall be prepared by Public Works and signed by the CITY.
3. COUNTY may, at its sole discretion, authorize extensions of time to this AGREEMENT'S term. CITY agrees that such extensions of time shall not change any other term or condition of this AGREEMENT during the period of such extensions. To implement an extension of

time, an amendment to this AGREEMENT shall be prepared and executed by CITY and BOARD or if delegated by BOARD, the DIRECTOR. To the extent that extensions of time for CITY performance do not impact either scope as set forth in Exhibit A attached hereto or cost of this AGREEMENT, DIRECTOR may, at his sole discretion, grant CITY extensions of time provided; however, the aggregate of all such extensions during the life of this AGREEMENT shall not exceed sixty (60) days.

B. Budget Reduction

In the event that the BOARD adopts, in any fiscal year, a COUNTY budget, which provides for reduction in the salaries and benefits paid to the majority of COUNTY employees or imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this AGREEMENT correspondingly for that fiscal year and any subsequent fiscal year during the term of this AGREEMENT (including any extensions) and the services to be provided by CITY under this AGREEMENT shall also be reduced correspondingly. COUNTY'S notice to CITY regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the BOARD'S approval of such actions. Except as set forth in the preceding sentences, CITY shall continue to provide all of the services set forth in this AGREEMENT.

C. Compliance with Applicable Laws

1. CITY, or its Contractor, shall comply with all applicable Federal, State, local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this AGREEMENT are hereby incorporated by reference. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, CITY and COUNTY agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this AGREEMENT and further agree and consent that venue of any action brought in connection with or arising out of this AGREEMENT, shall be exclusively in the COUNTY of Los Angeles.
2. CITY, or its Contractor, shall defend, indemnify and hold COUNTY harmless from and against any and all liability, damages, costs, expenses including, but not limited to, defense costs and attorney's fees arising from, or related to, any alleged violation on the part of CITY or its employees, agents, or Contractors of any such laws, rules, regulations, ordinances, or directives.

3. CITY, or its Contractor, will at its sole cost and expense, register and license such buses, bus equipment, and drivers as may be necessary or required to operate said buses and bus equipment on public roads and streets.

D. Compliance with Civil Rights Laws

CITY hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT. CITY shall comply with its Equal Employment Opportunity Certification.

E. CITY'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

1. CITY acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
2. As required by COUNTY'S Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting CITY'S duty under this AGREEMENT to comply with all applicable provisions of law, CITY warrants that it is now in compliance and shall during the term of this AGREEMENT maintain and shall require its contractor to maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and the California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

F. Employment Eligibility Verification

1. CITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this AGREEMENT meet the citizenship or alien status requirements set forth in Federal

and State statutes and regulations. CITY shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CITY shall retain all such documentation for all covered employees for the period prescribed by law.

2. CITY shall, defend, and hold harmless the COUNTY, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability that may be assessed against Contractor or COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

G. No Payment for Services Provided Following Expiration/Suspension/Termination of AGREEMENT

CITY shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CITY after the expiration, suspension, or termination of this AGREEMENT. Should CITY receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/suspension/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from CITY. This provision shall survive the expiration/suspension/termination of this AGREEMENT.

H. Notice to Employees Regarding the Federal Earned Income Credit

CITY shall notify its employees, and shall require each Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit E).

I. Record Retention

CITY will retain all records relating to this AGREEMENT for a minimum period of five (5) years following expiration or termination hereof. All such records shall be available for inspection by designated auditors of COUNTY at reasonable times during normal working hours. Records shall be in accordance with the State Uniform System of Accounting.

J. Recycled-Content Paper Products

Consistent with BOARD policy to reduce the amount of solid waste deposited at COUNTY landfills, CITY agrees to use recycled content paper to the maximum extent possible for this SERVICE.

K. Warranty Against Contingent Fees

1. CITY warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by CITY for the purpose of securing business.
2. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to terminate this AGREEMENT for default, deduct from this AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. Termination

A. Termination/Suspension of AGREEMENT

Each party reserves the right to suspend or terminate any or all portions of SERVICE in this AGREEMENT for any reason, without further obligation to the other party except as provided in this AGREEMENT, upon giving thirty (30) calendar day's written notice to the other party.

A. Termination/Suspension for Improper Consideration

1. DIRECTOR may, by written notice to CITY, immediately suspend or terminate the right of CITY to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by CITY, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment or extension of this AGREEMENT, or the making of any determinations with respect to CITY'S performance pursuant to this AGREEMENT. In the event of such suspension or termination, COUNTY shall be entitled to pursue the same remedies against CITY as it could pursue in the event of default by CITY.
2. CITY shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision

of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at 1 (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

B. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for CITY'S performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S fiscal years following the fiscal year in which the AGREEMENT is executed, unless and until BOARD appropriates funds for this AGREEMENT in COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT may be suspended or terminated as of June 30th of the last fiscal year for which funds were appropriated. COUNTY will notify CITY in writing of any such nonallocation of funds at the earliest possible date.

3. Indemnification and Insurance Requirements

Insurance requirements stated below apply to all CITY contractor(s) as well as CITY, provided, however, that DIRECTOR will accept evidence from CITY of self-insurance program that meets the requirements stated below.

- A. In addition to all other indemnities in favor of COUNTY in this AGREEMENT, CITY shall indemnify, defend, and hold harmless COUNTY, BOARD, its officers, agents, employees, and its special districts, (hereafter collectively referred to as COUNTY indemnitees) from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, or property damage arising from or connected with any alleged act or omission of CITY, or its contractor(s) in connection with the SERVICE, including but not limited to, maintenance of equipment or operation of SERVICE, including any workers' compensation suits, liability, or expense and excepting any such loss or damage arising from the sole negligence or willful misconduct of COUNTY indemnitees. CITY expressly waives application of Government Code Section 895.2, which provides for joint and several liabilities of public entities entering into agreements absent inclusion of an indemnity provision to the contrary. The provisions of Section 2778 of the California Civil Code are made a part hereof.

In addition, without limiting the CITY'S foregoing indemnity in favor of COUNTY indemnitees, if CITY provides SERVICE through a Contractor, CITY shall use its best effort to include in its contract with any contractor(s)

providing SERVICE under this AGREEMENT a provision with the above terms whereby the contractor(s) agree(s) to indemnify, defend, and hold harmless COUNTY indemnitees, as third-party beneficiaries, on the same basis the CITY indemnifies, defends, and holds harmless the COUNTY indemnitees under this AGREEMENT.

- B. Without limiting CITY'S and CITY contractor's indemnification of COUNTY, during the term of this AGREEMENT, CITY shall provide and maintain, or if CITY'S contractor provides SERVICE, CITY shall ensure that its contractor(s) provide and maintain, the program(s) of insurance covering its operations hereunder as specified in Section 4.E. Such program(s) and evidence of insurance shall be satisfactory to DIRECTOR and primary to and not contributing with any other insurance maintained by or for COUNTY. Certificate(s) or other evidence of coverage shall be delivered to DIRECTOR prior to commencing SERVICE under this AGREEMENT and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification or termination of insurance. Evidence of insurance program(s) shall be as specified in Exhibit F.
- C. The parties agree Assumption of Liability Agreement 33585 approved by the BOARD on December 27, 1977, and/or a Joint Indemnity Agreement approved by the BOARD on October 8, 1991, shall not apply in relation to the SERVICE.
- D. The CITY'S obligation to indemnify, defend, and hold harmless in this AGREEMENT in favor of COUNTY indemnitees shall survive the termination or expiration of this AGREEMENT.
- E. CITY, or its contractor(s), shall maintain the following insurance coverage:
 - 1. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office, Inc., policy Form CG 00 01), naming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$4 million
Each Occurrence:	\$4 million
 - 2. Automobile Liability written on Insurance Services Office, Inc., policy Form CA 00 01 or its equivalent. Such insurance shall include coverage for all owned, nonowned, and hired vehicles, or coverage

for any auto, in an amount as recommended by the Public Utilities Commission, but not less than the following can be met by a combination of primary and excess insurance coverage:

- a. Seating capacity of 16 passengers or more (including driver), Ten Million and 00/100 Dollars (\$10,000,000.00).
- b. Seating capacity of 15 passengers or less (including driver), Five Million and 00/100 Dollars (\$5,000,000.00).
- c. Taxicabs, as defined by Vehicle Code Section 27908, a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per person, One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Fifty Thousand and 00/100 Dollars (\$50,000.00) property damage, or a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00).

A certificate evidencing such insurance coverage and required endorsements additional insured endorsements thereunder shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

3. Workers' Compensation

A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including employer's liability with a One Million and 00/100 Dollars (\$1,000,000.00) limit, covering all persons CITY is legally required to cover. A certificate evidencing such insurance coverage shall be filed with DIRECTOR prior to CITY providing SERVICE hereunder.

4. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse; molestation; harassment; mistreatment or maltreatment of a sexual nature.

5. Failure to Procure Insurance

Failure on the part of CITY or CITY'S contractor(s) to procure or maintain required insurance shall constitute a material breach of this

AGREEMENT upon which COUNTY may, at its sole and absolute discretion, immediately terminate this AGREEMENT.

5. Compliance with COUNTY'S Jury Service Program

A. Jury Service Program

This AGREEMENT is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Exhibits G and H include the Jury Service Ordinance and Jury Service Form. The City shall complete and sign Exhibit H (Jury Service form).

B. Written Employee Jury Service Policy

1. CITY is a contractor subject to compliance with the COUNTY'S Jury Service Program unless CITY has demonstrated to COUNTY'S satisfaction either that CITY is not a contractor as defined in Jury Service Program (Section 2.203.020 of Los Angeles County Code) or that CITY qualifies for an exception to the Jury Service Program under (Section 2.203.070 of Los Angeles County Code). CITY shall have and adhere to a written policy that provides that its employees shall receive from CITY, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CITY or that CITY deduct from the employee's regular pay the fees received for jury service. If CITY uses any contractor to perform services for COUNTY under this AGREEMENT, contractor shall also be subject to the provisions of the Jury Service Program. The requirements of this Section shall be inserted into any contract agreement between CITY and any contractors that provide SERVICE; and a copy of the Jury Service Program shall be attached to the agreement requiring the such contractor(s) to complete Exhibit H (Jury Service Form) and comply with the requirements of this Section.
2. For purposes of the COUNTY'S Jury Service Program, contractor means a person, partnership, corporation, or other entity that has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand 00/100 Dollars (\$50,000.00) or more in any 12-month period under one or more COUNTY contracts or subcontracts. Employee means any California resident who is a full-time employee of contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if 1) the lesser number

is a recognized industry standard as determined by COUNTY or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term temporary services of ninety (90) days or less within a 12-month period is not considered full-time for purposes of the Jury Service Program.

3. If CITY is not required to comply with the Jury Service Program when this AGREEMENT commences, CITY shall have a continuing obligation to review the applicability of the COUNTY'S Jury Service Program for the SERVICE, and CITY shall immediately notify COUNTY if CITY at any time either comes within the Jury Service Program's definition of contractor or if CITY no longer qualifies for an exception to the Jury Service Program. In either event, CITY shall immediately implement a written policy consistent with the COUNTY'S Jury Service Program. COUNTY may also require, at any time during this AGREEMENT, and at its sole discretion, that CITY demonstrate to COUNTY'S satisfaction that CITY either is not a contractor as defined by Section 2.203.020 and/or that CITY continues to qualify for an exception to the Jury Service Program.
4. CITY'S violation of this section may constitute a material breach of AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate or suspend the AGREEMENT as provided in Exhibit B, Section 3.A., Termination/Suspension of AGREEMENT.

6. Safely Surrendered Baby Law Program

A. CITY'S Acknowledgment of COUNTY'S Commitment to the Safely Surrendered Baby Law

CITY acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CITY understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. CITY will also encourage its Contractors, if any, to post this poster in a prominent position in the Contractor's place of business. The CITY and its Contractors can access posters and other campaign material can be found at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

CITY shall notify and provide to its employees and shall require each Contractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. Additional information is available in Exhibit I of this AGREEMENT and at www.babysafela.org.

7. Time Off for Voting

The CITY shall notify its employees and shall require each Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten (10) days before every Statewide election, every CITY and its Contractor, shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provision of Section 14000.

8. Compliance with COUNTY'S Zero Tolerance Human Trafficking

CITY acknowledges that the COUNTY has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a CITY or member of CITY'S staff is convicted of a human trafficking offense, the COUNTY shall require that the CITY or member of CITY'S staff be removed immediately from performing services under the AGREEMENT. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of CITY'S staff pursuant to this paragraph shall not relieve CITY of its obligation to complete all work in accordance with the terms and conditions of this AGREEMENT.

9. Compliance with Fair Chance Employment Practices

CITY shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. CITY'S violation of this paragraph of the AGREEMENT may constitute a material breach of the AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the AGREEMENT.

10. Compliance with the COUNTY Policy of Equity

The CITY acknowledges that the COUNTY takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the COUNTY Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The CITY further

[illegible]

EXHIBIT C – SERVICE REQUIREMENTS

Eligibility Requirements: SERVICE shall be restricted to the elderly sixty (60) years and older and persons with disabilities and their escorts. Eligible disabled persons are persons who because of physical or mental disabilities cannot reasonably use conventional transportation. CITY shall determine the eligibility of patrons and CITY shall maintain appropriate records (i.e., Application for Eligibility, List of Eligible Riders, etc.) and take any actions necessary to ensure that only eligible patrons use SERVICE.

Service Area: SERVICE shall be provided in CITY and the unincorporated COUNTY communities of Alondra Park, Del Aire, and Hawthorne Island as identified in Exhibit D. CITY and DIRECTOR may approve service to additional locations.

Hours of Service:

7 a.m. to 7 p.m., Monday through Friday
9 a.m. to 4 p.m., Saturdays
8 a.m. to 2:30 p.m., Sundays and Holiday

Advance Reservation Requirements: A 24-hour advance reservation shall normally be required to schedule rides; however, same day service will be provided subject to availability of capacity. Patrons shall be picked up no earlier than ten (10) minutes before and no later than ten (10) minutes after the requested pickup time unless emergency conditions prevail. CITY will provide backup service to patrons in emergencies when deemed necessary by CITY to satisfy needs and avoid disruption of normal SERVICE at no additional cost to COUNTY. Group rides shall be emphasized and encouraged.

Fares: CITY shall charge a fare of 75/100 Dollars (\$0.75) each one-way ride for all elderly and persons with disabilities within SERVICE area. Escorts of persons with disabilities shall not be charged a fare. CITY may accept payment by Transit Access Pass (TAP) cards.

EXHIBIT D – SERVICE AREA MAP

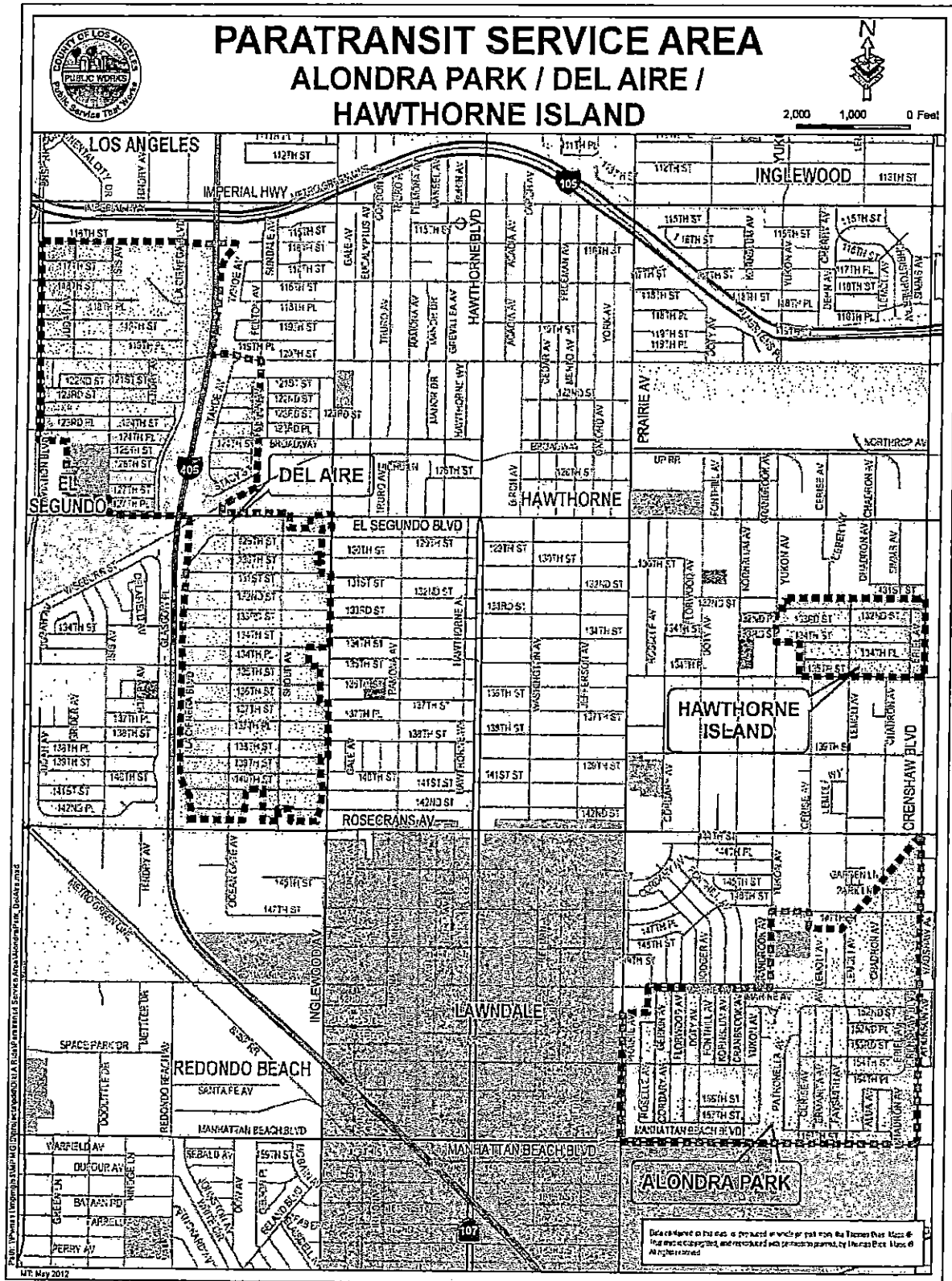


EXHIBIT E – INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015
(Rev. December 2019)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2019 are less than \$55,952 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy.

If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2020.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/FormPubs. Or you can go to www.irs.gov/OrderForms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Forms 1040 and 1040-SR.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2019 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2019 and owes no tax but is eligible for a credit of \$800, he or she must file a 2019 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2019)
Cat. No. 205991

EXHIBIT F – EVIDENCE OF INSURANCE PROGRAMS

CITY shall submit to COUNTY evidence of satisfactory insurance programs and vehicle(s)' information as required below:

1. Certificate of insurance, which specifically identifies this AGREEMENT and which, includes but not limited to, the following:
 - a. Full name of the insurer.
 - b. Name and address of the insured and, if SERVICE is provided in whole or in part by taxicabs, the taxicabs' operators name.
 - c. Full name of program (example: Happy Seniors' Dial-A-Ride).
 - d. Insurance policy number.
 - e. Type(s) and limit(s) of liability coverage.
 - f. Certificate issue date.
 - g. Certificate expiration date.
 - h. Condition that the insurer shall notify COUNTY in writing at least thirty (30) calendar days prior to any modification or cancellation or termination of any insurance program. Statements to the effect that the issuing company will endeavor to mail notice or intends to notify are not acceptable.
 - i. Signature of an agent authorized to do business with the insurer.
2. Copies of endorsements for each policy or program insurance naming the COUNTY as the additional insured as follows:

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers are included as additional insured with respect to transportation services provided by the named insured.
3. The following information for each of the insured vehicle(s):
 - a. Vehicle make
 - b. Vehicle model
 - c. Vehicle year

- [illegible]

EXHIBIT G – JURY SERVICE ORDINANCE

An ordinance amending Title 2-Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings. The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers such as the County of Los Angeles, who pay their permanent, full-time employees while on jury duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this Chapter:

- A. "Contractor" means a person, partnership, corporation, or other entity, which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/1000 Dollars (\$50,000.00) or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for, or on behalf of the County, but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this Chapter; or

2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 3. A purchase made through a State or Federal contract; or
 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment, or systems maintained by the County pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the *Los Angeles County Fiscal Manual*, Section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section P-2810 or a successor provision; or
 7. A nonagreement purchase with a value of less than \$5,000 pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the *Los Angeles County Purchasing Policy and Procedures Manual*, Section PP-1100, or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Executive Officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full-time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

2.203.030 Applicability. This Chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This Chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this Chapter only if the solicitations for such contracts stated that the Chapter would be applicable.

2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The Chief Executive Officer shall be responsible for the administration of this Chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this Chapter and shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this Chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this Chapter, the County department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the Board of Supervisors the termination of the contract; and/or
- B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This Chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This Chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and
 - 2. Has annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

EXHIBIT H – EMPLOYEE JURY SERVICE FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <u>City of Gardena</u>		
Company Address: <u>1700 West 162nd Street</u>		
City: <u>Gardena</u>	State: <u>CA</u>	Zip Code: <u>90247</u>
Telephone Number: <u>310) 217-9500</u>		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of contractor, as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding 12-months, which if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding 12-months, which if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

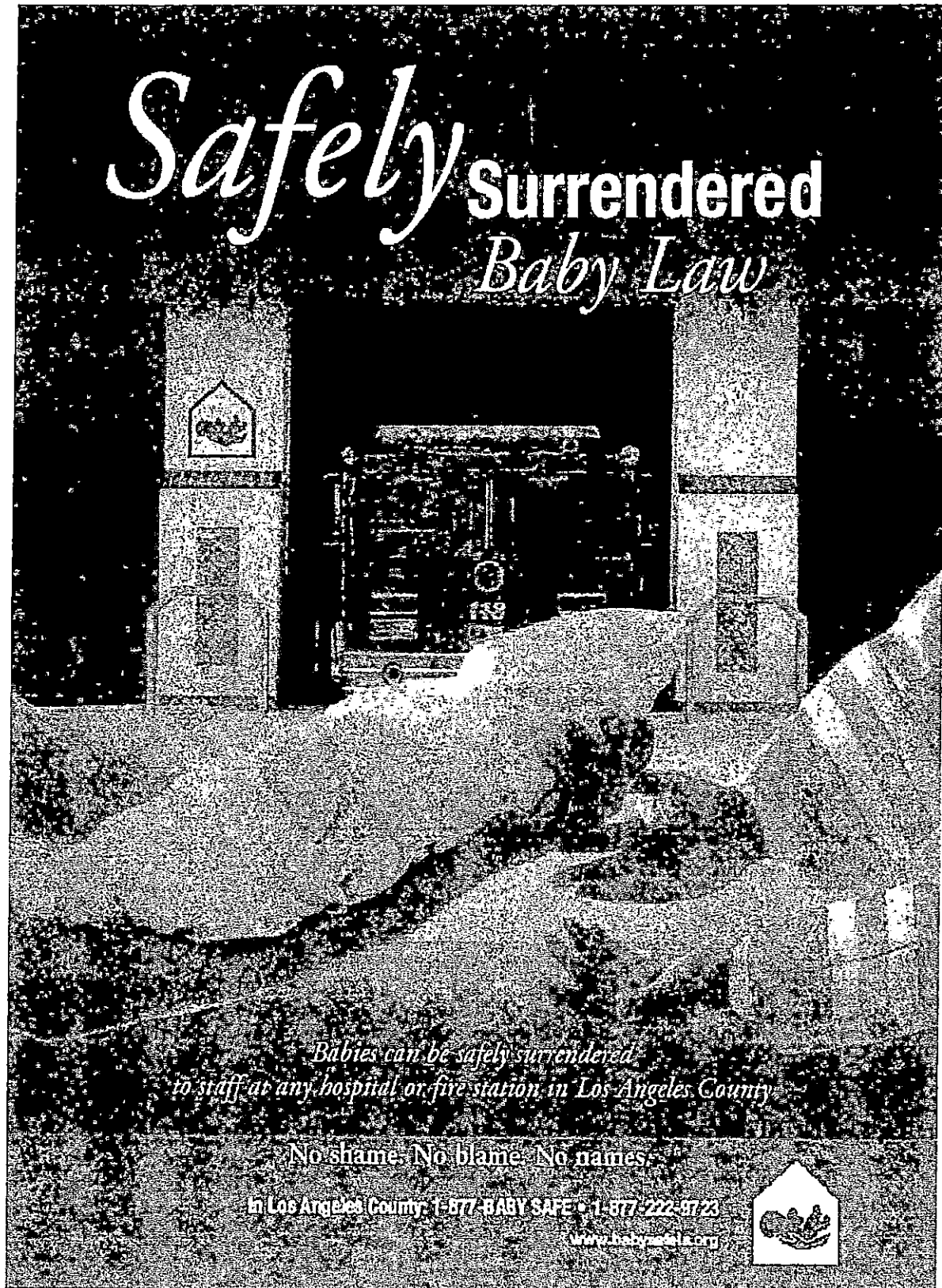
Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five (5) days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Dana Lynn</u>	Title: <u>Transit Administrative Officer</u>
Signature: <u>[Signature]</u>	Date: <u>7/21/2020</u>

EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM



Safely Surrendered *Baby Law*

*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafe.la.org




EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to safely and confidentially surrender their newborn baby to hospital or fire station staff.

The parent or surrendering adult will be given a stamped return envelope and a matching bracelet to be placed on the baby.

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Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

Early in the morning on April 9, 2003, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the golden placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

In Los Angeles County, Call BABY SAFE - 1-800-222-9922

www.baby-safe.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

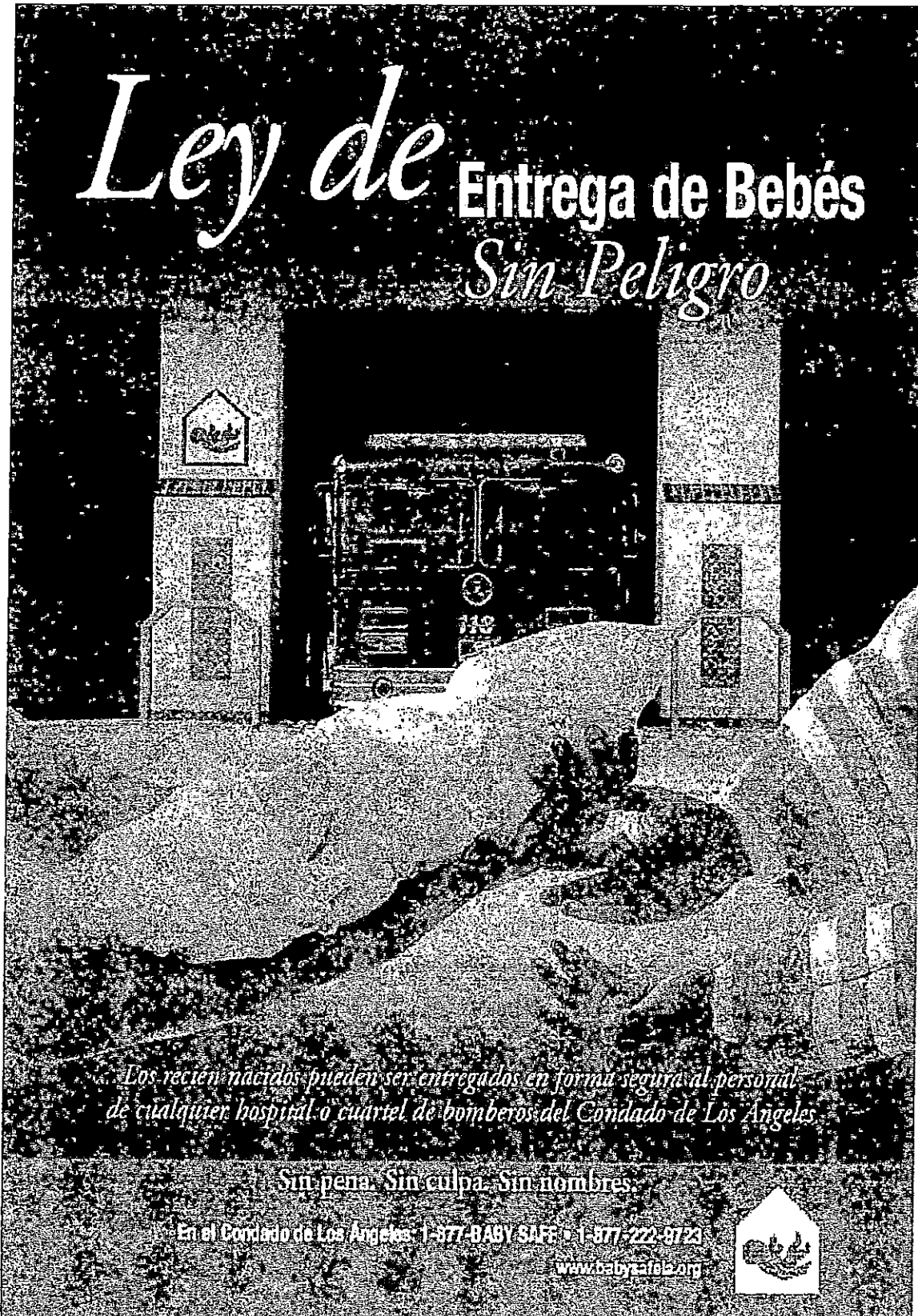
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM



Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9123
www.babysafe.org




EXHIBIT I – SAFELY SURRENDERED BABY LAW PROGRAM

En el Condado de Los Angeles: 1-877-SAFE / 1-877-772-8773
www.safelysafe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro es una ley que protege a los recién nacidos que son entregados al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán bracelets para poder vincularlos. El bebé llevará un bracelet y el padre/madre o el adulto que lo entregue recibirá un bracelet igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en su hogar seguro donde está bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber escuchado su embrión, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un bracelet con un número que coincidía con la pulsera del bebé, eso servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con un sello postal pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.



City of Gardena

City Council Meeting

Agenda Item No. 5. D. (3)

Department: CONSENT CALENDAR

Meeting Date: JULY 28, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: APPROVE A CONTRACT CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE TRAFFIC SIGNAL RECONSTRUCTION ON VERMONT AVENUE AT REDONDO BEACH BOULEVARD AND ROSECRANS AVENUE, JN 930, TOTALING \$22,549.00 TO ITERIS, INC.

<u>COUNCIL ACTION REQUIRED:</u>	<u>Action Taken</u>
Approve Professional Services Contract Change Order (CCO)	
<u>RECOMMENDATION AND STAFF SUMMARY:</u>	
<p>Staff respectfully recommends that City Council approve a Contract Change Order to the Professional Engineering Services of the Traffic Signal Reconstruction on Vermont Avenue at Redondo Beach Boulevard and Rosecrans Avenue Project, JN 930:</p> <ol style="list-style-type: none">1) Approve the Contract Change Order (CCO) between Iteris, Inc. and the City of Gardena in the amount of \$22,549.00.2) Authorize the City Manager, or designee, to execute the CCO. <p>The Professional Services Agreement for the Traffic Signal Reconstruction on Vermont Avenue was approved by the Council on August 28, 2018. The project will upgrade traffic signal hardware and software for the two intersections. One left turn lane on Vermont Avenue will also be extended and ADA compliance will be updated for both intersections.</p> <p>The CCO with Iteris, Inc. is necessary due to an unforeseen requirement of the City of L.A. Department of Transportation to secure a type B-Permit for the project's construction of four (4) ADA ramps on the east side (City of L.A.'s jurisdiction) of both intersections. Iteris engineers needed to reconfigure the ramps because of the upgraded traffic signal poles and to conform to the City of L.A.'s new standards. The plans also needed to be redrawn to match format requirements of a B-Permit.</p> <p>The CCO will not impact the local funds, and instead will be paid from Measure R Highway grant funds.</p>	
<u>FINANCIAL IMPACT/COST:</u>	
Amount of Expense: \$22,549.00 Funding Source: Measure R Highway	
<u>ATTACHMENTS:</u>	
Proposal from Iteris, Vicinity Map, Project Area Map	
Submitted by: <u>KS</u> , Kevin Kwak, Principal Civil Engineer Date: <u>7/22/20</u>	
Concurred by: <u>Clint Osorio</u> , Clint Osorio, City Manager Date: <u>7/28/20</u>	



ITERIS' RESPONSE TO REQUEST FOR PROPOSAL FOR
Traffic Signal Reconstruction on Vermont Avenue at
Redondo Beach Boulevard and at Rosecrans Avenue

June 24, 2020

Mr. William Mendoza
Associate Engineer
City of Gardena
Public Works Department, Engineering Division
1717 W. 162nd Street
Gardena, CA 90247-3778

Re: Proposal to Provide Design, Construction Management and Inspection Services for the Traffic Signal Reconstruction on Vermont Avenue at Redondo Beach Boulevard and at Rosecrans Avenue Amendment #1 – B-Permit Application

Dear Mr. Mendoza:

The Iteris/Psomas Team is pleased to present this proposal for engineering and design services for the Traffic Signal Reconstruction on Vermont Avenue at Redondo Beach Boulevard and at Rosecrans Avenue, Amendment #1. This amendment will provide services to apply for the B-Permit with LADOT. Our proposed scope of work is provided below.

1 SCOPE OF WORK

Based on our understanding of the project, Iteris has developed the following project tasks:

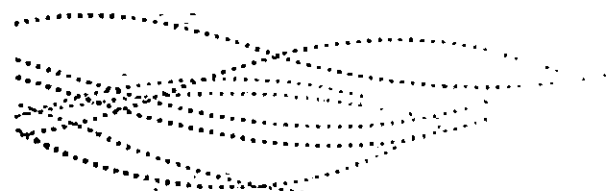
TASK 4. B-PERMIT APPLICATION

The Iteris team will convert the street improvement plans to a "B-Permit" format and content. Specifically, we will revise our street improvement plans for the two ramps in the City of Los Angeles at the Vermont/Redondo Beach intersection and the two ramps in the City of Los Angeles at the Vermont/Rosecrans intersection. The traffic signal plans will be included in the set. We will prepare, mail, and track results of utility notifications and will process these plans through BOE Harbor District.

The level of effort assumed for this scope of work is as follows:

- Advance design to City of LA format and criteria
- Utility coordination and response log to City of LA
- QA/QC
- Plan check responses and resubmittal
- Plan processing
- Meetings and coordination (City of LA, City of Gardena, Iteris, and Psomas)

Iteris/Psomas expect to submit these plans to the City of LA within three weeks of NTP for this Amendment.





ITERIS' RESPONSE TO REQUEST FOR PROPOSAL FOR
Traffic Signal Reconstruction on Vermont Avenue at
Redondo Beach Boulevard and at Rosecrans Avenue

2 COMPENSATION/METHOD OF PAYMENT

In consideration for the services set forth in the Amendment #1 Scope of Work, Iteris shall be compensated on a Time and Material (T&M) basis set forth below and per the conditions of the Master Agreement with the City. Except to the extent the amount is increased by mutual written agreement, the total compensation shall be **\$22,549**, as summarized below.

TASK		ITERIS STAFF						PSOMAS STAFF						Total Hours	Total Cost
		Paul Frislie Project Manager	Bernard Li QA/QC Advisor	Naree Kim Design Leader	Associate Engineer	Assistant Engineer	ITERIS TOTAL	QA/QC Manager	Project Manager	Engineer	Designer	Project Assistant	PSOMAS TOTAL		
Task 4.0	B-Permit Application						\$0		5	78	55	4	\$22,549	142	\$22,549

The fee includes all labor and direct expenses for the defined tasks.

3 TERMS AND CONDITIONS

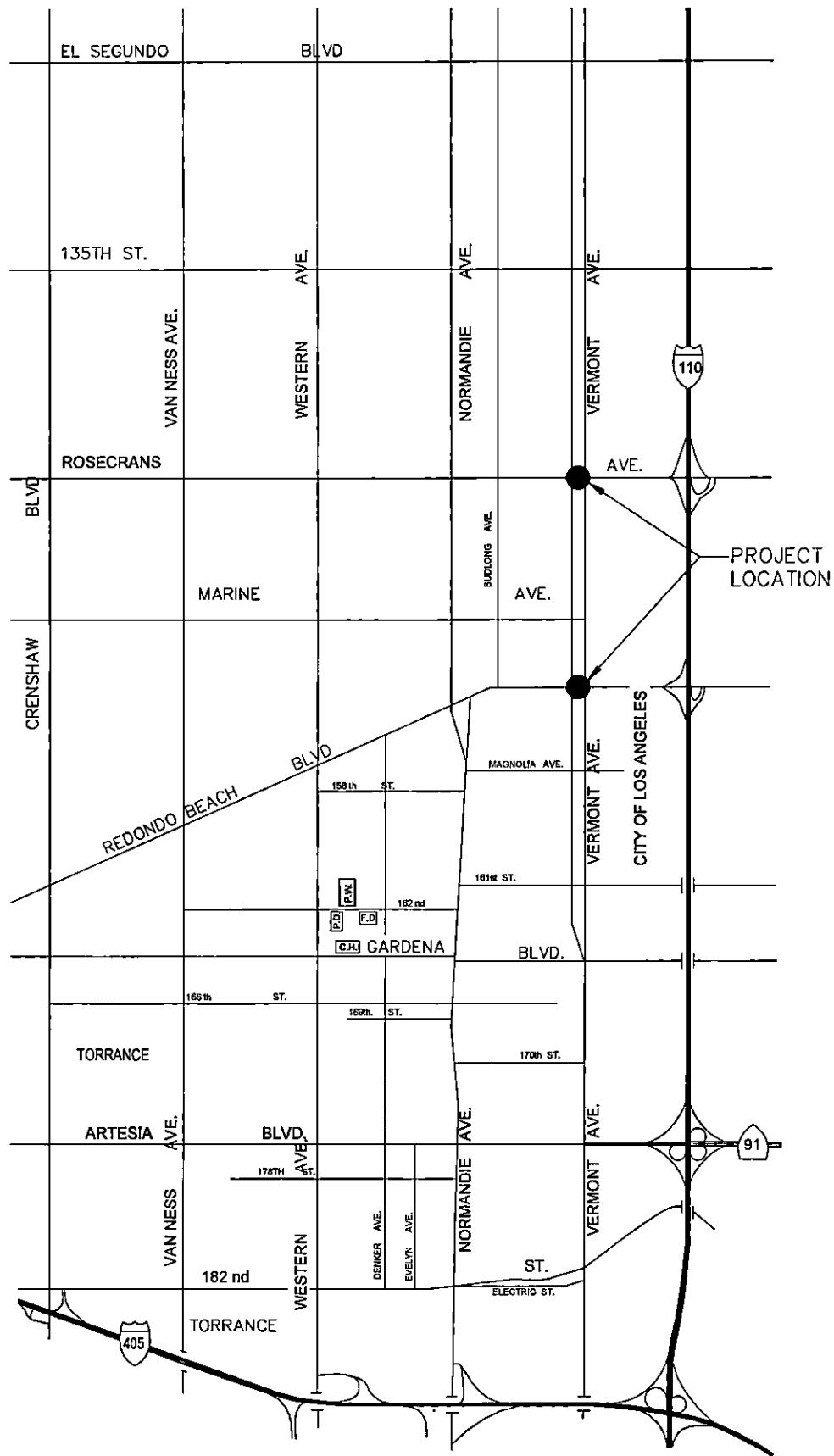
This proposal is submitted subject to the successful negotiation of a mutually agreeable contract between Iteris and the City of Gardena.

Invoices will be submitted monthly based upon project progress. Progress payments shall be made monthly for that percentage of work completed, and in full upon completion of our work. Payment is due within 30 days.

Thank you for the opportunity to work with the City of Gardena. Please feel free to contact me at (949) 270-9527, rmm@iteris.com, or Paul Frislie, at (949) 270-9597, pmf@iteris.com, should you have any questions or require additional information.

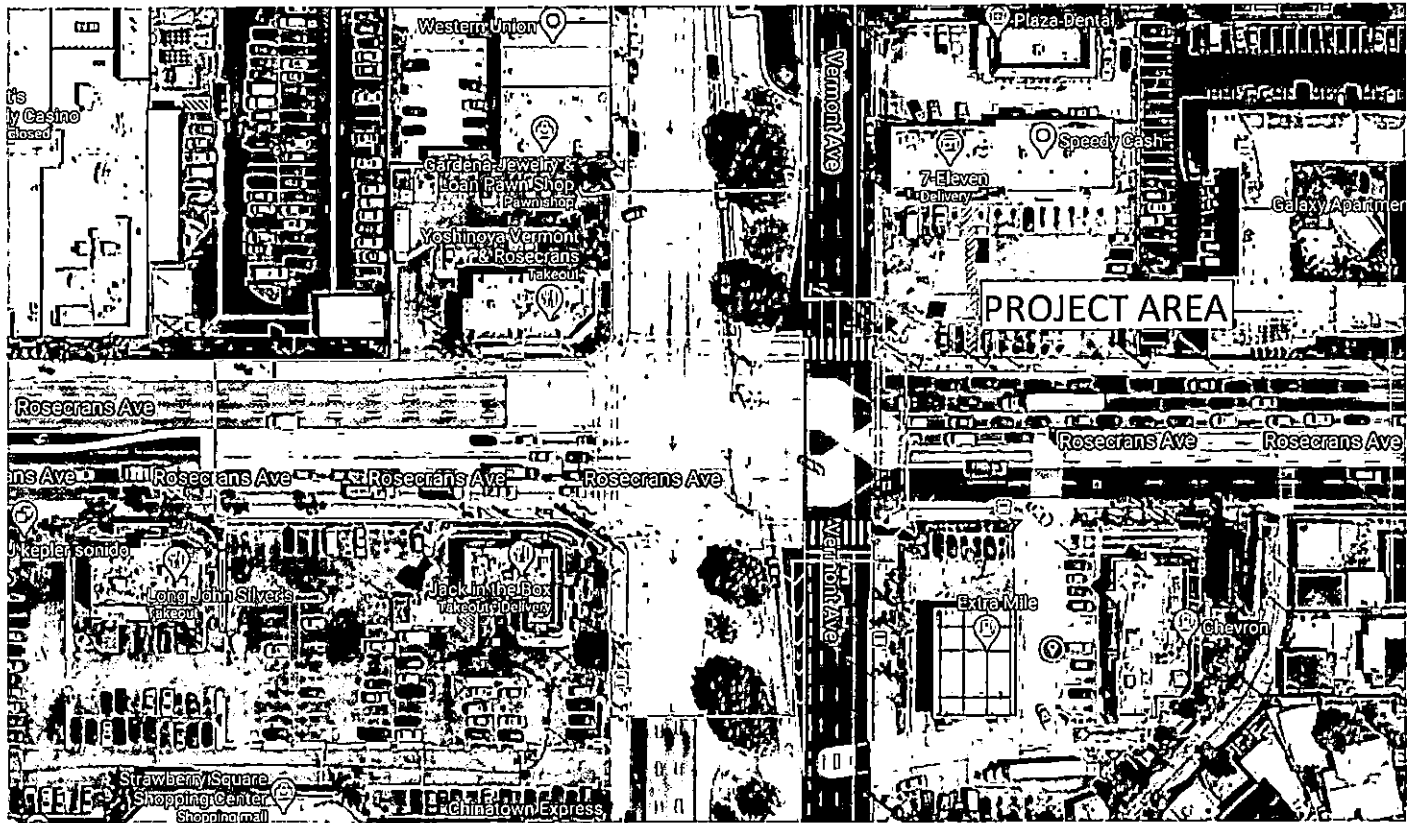
Sincerely,
Iteris, Inc.

Ramin Massoumi
Senior Vice President and General Manager
Transportation Systems

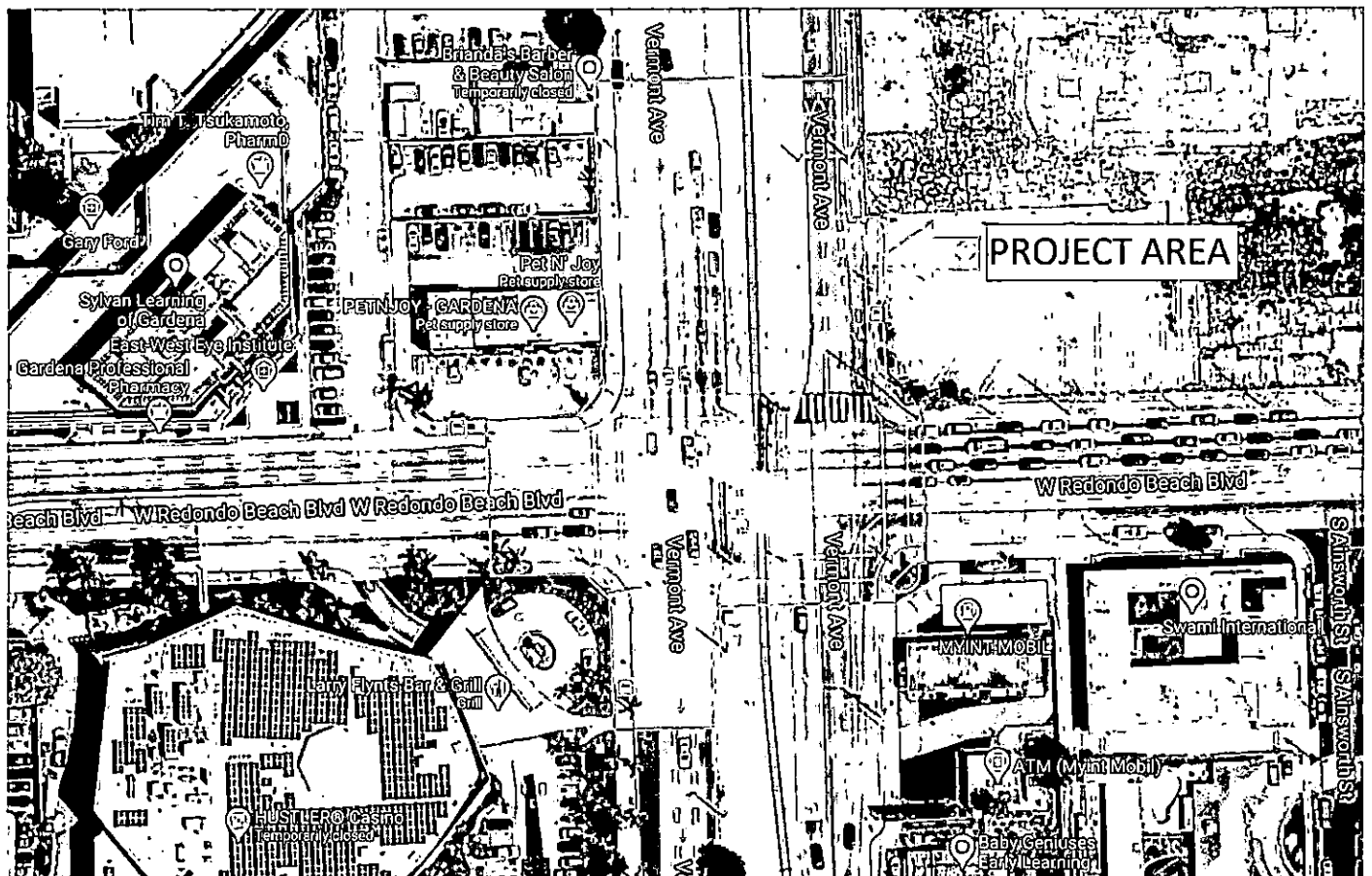


PROJECT LOCATION MAP
NTS

VERMONT AVE. AND ROSECRANS AVE. INTERSECTION



VERMONT AVE. AND REDONDO BEACH BLVD. INTERSECTION



PROJECT AREA MAP



City of Gardena
City Council Meeting

Agenda Item No. 5. D. (4)

Department: CONSENT CALENDAR

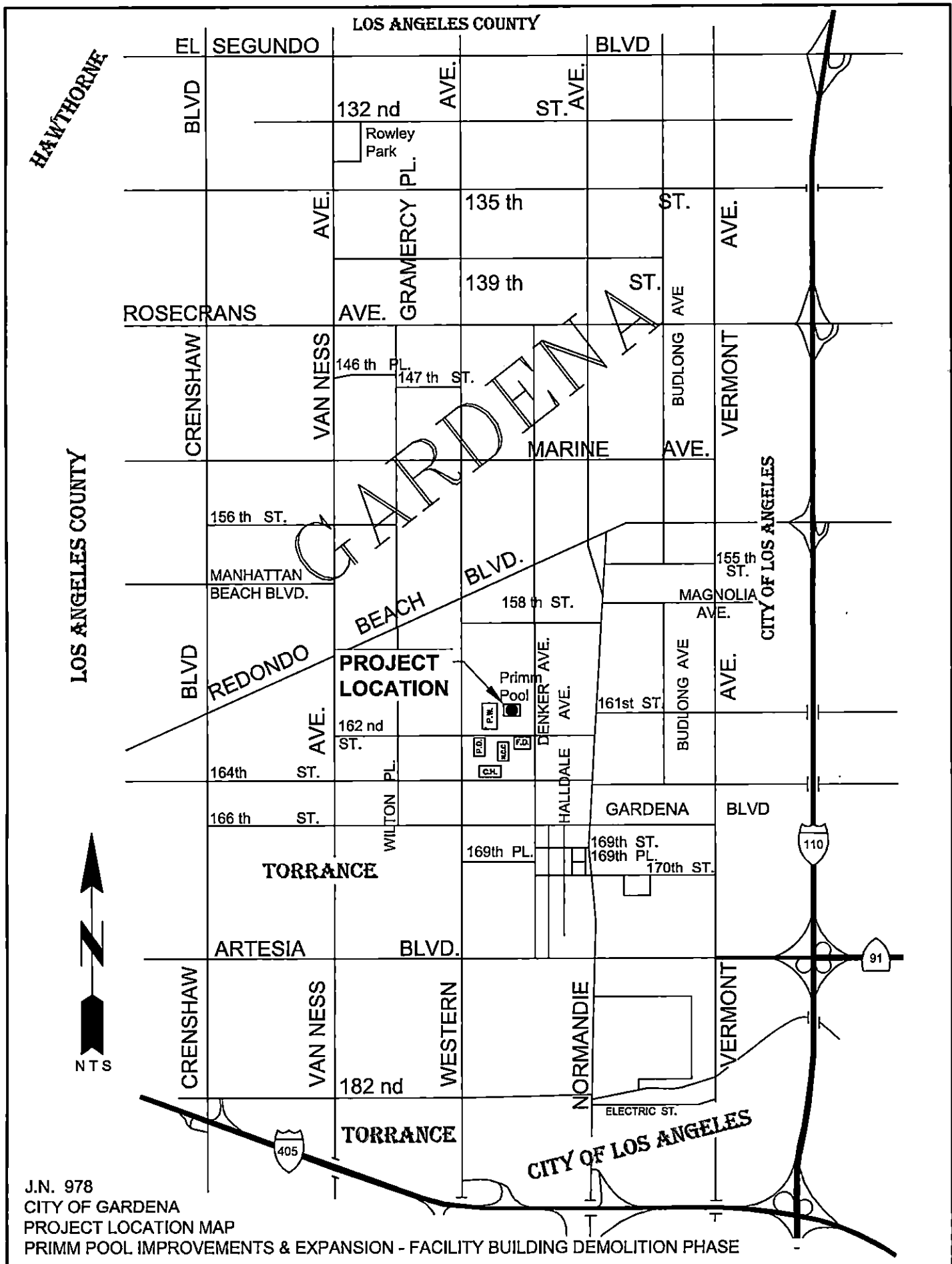
Meeting Date: July 28, 2020

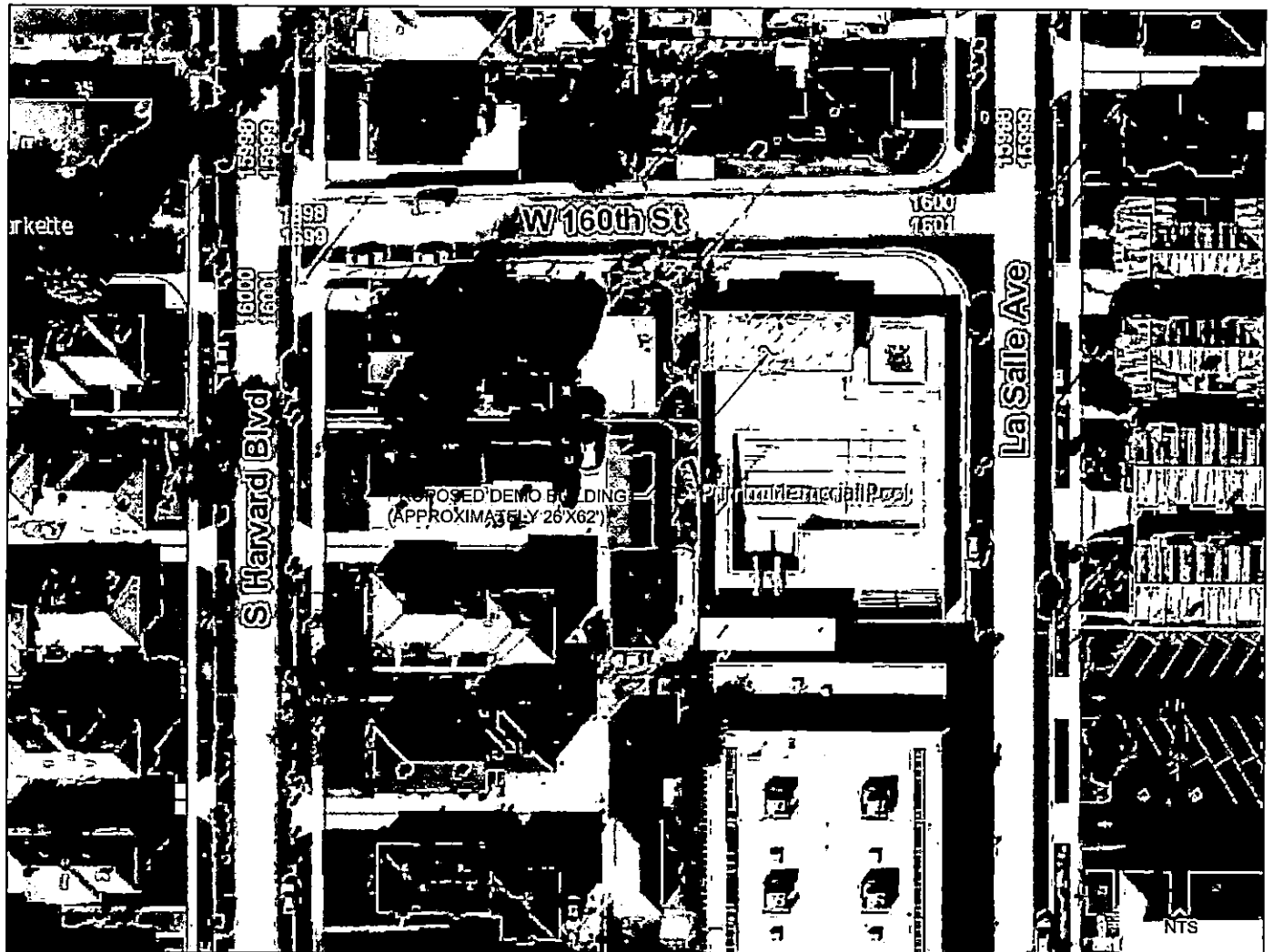
AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: REJECT A BID AND RE-BID FOR THE PRIMM MEMORIAL POOL EXPANSION AND IMPROVEMENTS PROJECT – POOL FACILITY BUILDING DEMOLITION PHASE, JN 978

<u>COUNCIL ACTION REQUIRED:</u> Reject a Bid and Re-bid	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> Staff respectfully recommends that City Council reject a bid for the Primm Memorial Pool Expansion and Improvements Project – Facility Building Demolition Phase and re-bid the project with modified scope. The project is the first phase of the Primm Memorial Pool Expansion and Improvements. This phase includes demolition of the Pool Facility Building consisting of lockers and restrooms. The existing building has been closed for the past sixteen months due to unsafe structural roof conditions. Staff is proceeding with the project in incremental steps as budget permits and per the prepared conceptual plans during Prop 68 application. One bid was received on July 9, 2020 for the project. UBD, Inc. of North Hollywood submitted a single bid in the amount of \$49,444 which is approximately 49% higher than the Engineer's estimate of \$25,000. Two contractors on the bid holder's list have been contacted to assess the low turnout. One contractor responded and indicated that the job was too small for their consideration, and the other contractor did not provide a response. Staff observation is that the smaller jobs are getting more difficult to attract bids due to Prevailing Wage and Department of Industrial Relations (DIR) requirements. As such, staff's intent is to modify the scope to add on additional scope and re-bid at a later time.	
<u>FINANCIAL IMPACT/COST:</u> None	
<u>ATTACHMENTS:</u> Project Location Map	
Submitted by: <u>KS</u> , Kevin Kwak, Principal Civil Engineer Date: <u>7/22/20</u>	
Concurred by: <u>Clint Osorio</u> , Clint Osorio, City Manager Date: <u>7/23/20</u>	





**PRIMM MEMORIAL POOL EXPANSION AND
IMPROVEMENTS PROJECT -
FACILITY BUILDING DEMOLITION PHASE, JN 978**



City of Gardena

City Council Meeting

Agenda Item No. 8. A. (1)
Department: Administrative Services
Meeting Date: July 28, 2020

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

AGENDA TITLE: APPROVAL OF BLANKET PURCHASE ORDERS FOR FISCAL YEAR 20-21

COUNCIL ACTION REQUIRED:

Approve Blanket Purchase Orders for FY 20-21.

Action Taken

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.

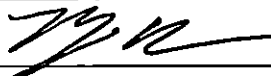
Per the City's Purchasing Policy, Section 3.B. "the purchase of goods or services in excess of \$30,000 must be authorized by the City Council". Therefore, as the estimated budgeted expenditure amount exceeds \$30,000, it is requested that Council approve the following Blanket Purchase Orders for FY 20-21 as specified in Exhibit A.

FINANCIAL IMPACT/COST:

General Fund	\$2,141,057
GTrans	\$1,391,589
Other Funds	\$529,680
Total Budgeted Expense	\$4,062,326

ATTACHMENTS:

Exhibit A - Blanket Purchase Order Listing

Submitted by , Ray Beeman, Chief Fiscal Officer

Date: 07/28/2020

Concurred by , Clint D. Osorio, City Manager

Date: 07/28/2020

EXHIBIT A

VENDOR	AMOUNT	DESCRIPTION OF SERVICE	FUNDING SOURCE
Adminsure	\$138,800	Third Party Administrator, Workers Compensation	General Fund
City of Hawthorne	\$95,000	Mark 43 (CAD/RMS)	General Fund
Data Gear	\$100,000	Video Policing Camera Maintenance	General Fund
Enterprise FM Trust	\$143,650	Patrol & City lease fleet	General Fund
Jones & Mayer	\$117,600	City Attorney services	General Fund
Kent Behrends	\$ 40,800	IT consulting services	General Fund
LA County, Dept of Animal Control	\$175,000	Animal Care Center Services	General Fund
LA Superior Court	\$430,000	Parking Citation Fees	General Fund
Honeywell	\$104,151	HVAC Annual Maintenance	General Fund
MA-5	\$65,000	Investigative Services	General Fund
Mark Handler & Associates	\$130,000	Building Official – Plan Check	General Fund
Phoenix Group Information Systems	\$140,000	Citation Billing Services	General Fund
Progressive Solutions Inc	\$38,525	Annual Permit Software Renewal	General Fund
Prudential Overall Supply	\$ 44,000	Uniforms	General Fund
Pun Group LLC	\$62,489	Annual Audit Services	General Fund
Shige's	\$50,000	Vehicle Repairs	General Fund
Spicers Paper	\$ 35,000	Paper	General Fund
Tyler Technologies	\$51,042	Annual ERP Software Maintenance	General Fund
Western Collision Center	\$50,000	Vehicle Repairs	General Fund
Williams-Scottman	\$30,000	Rental for Mobile Building	General Fund
Yincom	\$100,000	Computer hardware and software	General Fund
Sub Total General Fund	\$2,141,057		
Aftermarket Parts	\$150,000	Budgeted bus replacement parts	GTrans
Gillig	\$45,000	Budgeted bus replacement parts	GTrans
Michelin	\$70,000	Tire lease and service for GTrans	GTrans
Pinnacle Petroleum	\$1,117,746	Fuel	GTrans
Pun Group LLC	\$8,843	Annual Audit Services	GTrans
Sub Total GTrans	\$1,391,589		
Enterprise FM Trust	\$45,350	Patrol & City lease fleet	AQMD
LA County, Dept. of Public Works	\$175,000	Traffic Signal Maintenance, NPDES	Gas Tax
Mariposa Landscape, Inc.	\$83,088	Citywide Median Landscape Maintenance	Gas Tax
Mc Cain	\$45,000	Traffic Controllers and Ancillary Equipment	Gas Tax
Pun Group LLC	\$6,242	Annual Audit Services	GFCC
West Coast Arborists	\$175,000	Citywide Tree Trimming Services	Gas Tax
Sub Total Other Funds	\$529,680		
Grand Total All Funds	\$4,062,326		



City of Gardena

City Council Meeting

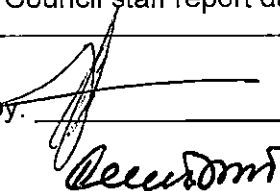
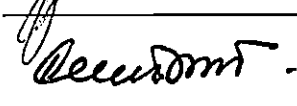
AGENDA REPORT SUMMARY

Agenda Item No. 8. B. (1)
Department: COMMUNITY DEVELOPMENT
Meeting Date: 07/28/2020
Ordinance No. 1820

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

AGENDA TITLE: PUBLIC HEARING: ORDINANCE No. 1820: INTRODUCTION OF AN ORDINANCE MAKING CHANGES TO TITLE 18 OF THE GARDENA MUNICIPAL CODE RELATING TO RESIDENTIAL DEVELOPMENT AND TIME EXTENSIONS FOR ENTITLEMENTS

APPLICANT: City of Gardena

<u>COUNCIL ACTION REQUIRED:</u> <ul style="list-style-type: none">▪ Conduct a public hearing on the Zone Code Amendment #2-20▪ Receive testimony from the public▪ Introduce Ordinance No. 1820 approving the Zone Code Amendment	<u>Action Taken</u>
<u>RECOMMENDATION AND STAFF SUMMARY:</u> <p>Staff respectfully recommends that the City Council conduct a public hearing, make any recommended changes, and introduce Ordinance No. 1820.</p> <p>On May 26, 2020, the City Council held a public hearing on Ordinance No. 1820 primarily relating to changes for residential development standards and time extensions for entitlements. The City Council referred the item to a study session for further consideration. On June 18, 2020, the City Council held a study session and directed staff to include a minimum unit size as there was concern about eliminating the size requirement altogether.</p> <p>On July 7, 2020 the Planning Commission held a public hearing on the revisions to Ordinance No. 1820 and recommended that the City Council approve the Ordinance, including reducing the minimum dwelling unit sizes. Attachments to the agenda staff report provide additional information for the City Council to consider.</p> <p>The project will not have a significant effect on the environment and is therefore exempt from the California Environmental Quality Act (CEQA) pursuant to the common sense exemption found in Section 15061.b.3 of the CEQA Guidelines.</p>	
<u>FINANCIAL IMPACT/COST:</u> None	
<u>ATTACHMENTS</u> <p>Agenda Staff Report</p> <ul style="list-style-type: none">A - Ordinance No. 1820 (redlined)B - Compare Version (Comparison between draft presented to City Council on May 26th and current draft)C - Planning Commission Resolution No. 6-20 (without draft Ordinance)D - Planning Commission Report dated July 7, 2020 (without draft Ordinance)E - Power Point Presentation from June 18, 2020 City Council special meetingF - City Council staff report dated May 26, 2020 (including draft Ordinance)	
Submitted by: 	Raymond Barragan, Acting Community Development Director
Concurred by: 	Clint Osorio, City Manager
Date:	07/23/2020
Date:	07/23/2020

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8. B. (1)

Department: Community Development

Meeting Date: July 28, 2020

Ordinance No. 1820

AGENDA TITLE:

INTRODUCTION OF AN ORDINANCE MAKING CHANGES TO TITLE 18 OF THE GARDENA MUNICIPAL CODE RELATING TO RESIDENTIAL DEVELOPMENT AND TIME EXTENSIONS FOR ENTITLEMENTS

RECOMMENDATION:

Staff respectfully recommends that Council hold a public hearing on Ordinance No. 1820, make any recommended changes, and introduce Ordinance No. 1820.

BACKGROUND:

On May 26, 2020 the City Council held a public hearing on Ordinance No. 1820 primarily relating to changes for residential development standards and time extensions for entitlements. On June 18, 2020 the City Council held a special meeting on this topic. At the close of the hearing, the City Council directed staff to come back with information relating to the minimum size of dwelling units in adjacent jurisdictions as there was concern about eliminating a size requirement altogether.

On July 7, 2020 the Planning Commission held a public hearing on the revisions that had been made to Ordinance No. 1820 and recommended that the City Council approve the Ordinance, including the reduced dwelling unit sizes that staff had proposed.

The revised Ordinance is attached as Exhibit A with redlining against the current Gardena Municipal Code provisions.

DISCUSSION

Attached for the City Council's review is a draft of the Ordinance before you tonight for introduction as compared to the Ordinance that was previously presented to the City Council which highlights the requested differences from what the City Council last reviewed. (Exhibit A.) The City Council had not raised concerns with any of the other changes as shown in Exhibit B. Previous staff reports and power points are attached for the City Council's reference.

Minimum Dwelling Unit Size

Staff had originally recommended that the minimum dwelling unit size be eliminated from all zones except the R-1 zone. The R-1 zone requires that houses be a minimum of 800 square feet without any restriction on the number of bedrooms. In contrast, the other zones of the City require minimum square footages of units as follows:

- Bachelor/Efficiency – 450 SF
- One bedroom - 750 SF
- Two bedrooms - 900 SF
- Three + bedrooms - 1,200 SF

The reason for the recommended change originally came at the suggestion of a developer who indicated that the minimum size requirements of the units made it difficult to provide affordable housing. Other reasons to eliminate or reduce the minimum size requirements is to allow the developer to have flexibility to. Additionally, staff felt that developers should have the flexibility of building the type of unit that the market will support and that provision should be made for smaller units for people who may want to downsize, but stay in the area.

At the special Council meeting, there was concern expressed with the complete elimination of the minimum size requirements and staff was asked to bring back additional information as to what other similarly situated cities did. In researching the matter staff has found that cities either have mostly comparable size regulations or no regulations at all.

Cities without any set requirements include:

- Manhattan Beach
- El Segundo
- Torrance
- Carson
- Lomita
- Santa Monica

The minimum square footage requirements for other cities in LA/Orange County are shown in the chart on the following page.

In addition to looking at the minimum size requirements in other cities, staff also looked at the homes that are for sale on Zillow. It is noted that the homes include a 1 bedroom, 700 square foot home, several 2-bedroom homes that are less than 850 square feet, a 3-bedroom home that is 823 square feet, and one that is 1,135 square feet. While almost all of these homes meet the minimum requirements of 800 square feet for a single-family zone, none of them would meet the requirements for a home in any other zone. The floor plan included after the chart shows a 3-bedroom home in Redondo Beach that is 1,008 square feet.

After reviewing the other cities, staff suggests that the minimum size requirements be reduced as follows:

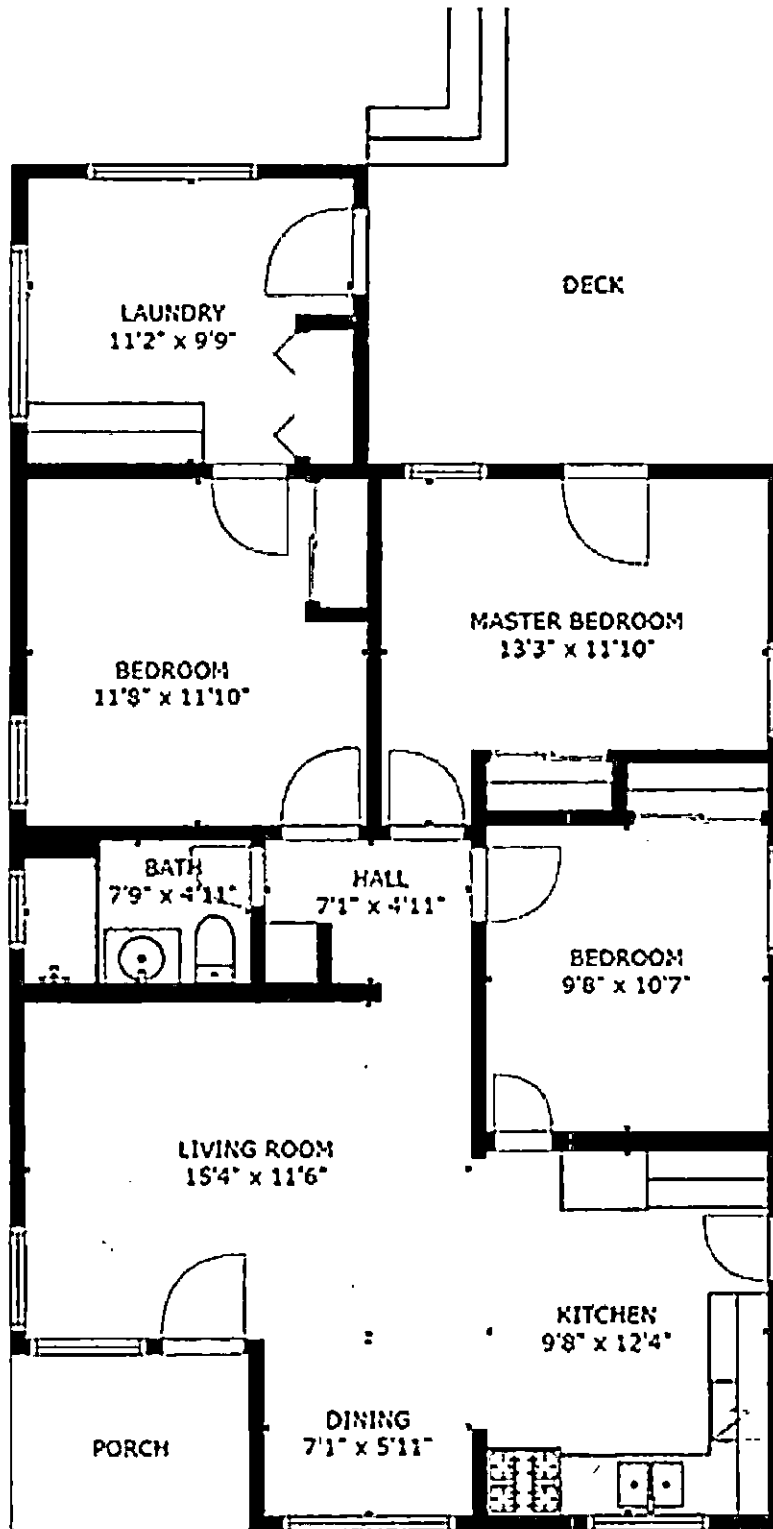
- Bachelor/Efficiency – ~~450~~ 400 SF
- One bedroom - ~~750~~ 600 SF
- Two bedrooms - ~~900~~ 800 SF
- Three + bedrooms - ~~1,200~~ 1,000 SF

Additionally, staff is recommending that the size requirements be eliminated for homes that are affordable for moderate- or lower- income individuals when an appropriate restriction is placed upon the home guaranteeing the affordability for a period of 30 years.

MINIMUM SQUARE FOOTAGE SIZES -- OTHER JURISDICTIONS

	Gardena (Single Family)	Gardena (Multi- family)	Whittier	PVE	Hawthorne (Single/ Duplex)	Hawthorne (Apt/Multi- unit)	Downey	Los Alamitos (R-1)	Los Alamitos (R-2)	Los Alamitos (R-3)	Cerritos	Redondo Beach (Single Family)	Redondo Beach (Multi- Family)
Senior		N/A											
Studio		400	450		600	500				450	600		500
1 bdrm	800	750	600	750	900	850	700	No min.	800	650	750	800	500
2 bdrm	800	900	750	900	1,250	1,200	850	No min.	800	800	900	800	500
3 bdrm	800	1,200 for anything 3+	1,000	1,050 (+ 100 SF for each additional room)	1,650	1,500	1,100	No min.	800	800	1,200	800	500
4 bdrm	800		1,250		1,900	1,750	1,300	No min.	800	800	1,400	800	500
5 bdrm			1,500				1,500						

3-BEDROOM HOME IN REDONDO BEACH – 1,008 SF



• FLOOR 1

Other Changes from the Previous Draft – New

In going through the Ordinance one additional time in preparation for the City Council meeting, staff found 2 areas where changes needed to be made to insure consistency within the Zoning Code and between the Zoning Code and the General Plan. Neither of these modifications changes the intent of what was reviewed by the Planning Commission and there is no need for the Planning Commission to review once again.

- Section 18.19.010B – language was omitted which provided that the MUO zone was not intended to act as a loophole for residential development. This omission is consistent with the previously authorized changes to section 18.19.030B which acknowledged that property in the MUO zone could be developed solely for residential purposes and with the change to section 18.19.050 which eliminated the prohibition against developing a project solely for residential uses.
- Section 18.19.060B – the original draft reduced the minimum project size from one acre to ½ acre. However, upon reviewing the Land Use Plan of the General Plan, it was discovered that despite providing that the maximum density was 20 units per acre for lots less than ½ acre, the text actually provides that residential development would be allowable on a project site with a minimum of 1.0 acre, unless circumstances prevent the consolidation of parcels. In order to stay consistent with the General Plan, but still allow a reduction of lot size to ½ acre for residential development, the original language of the text was added back in and a new exception was added which parallels the language of the General Plan.

Other Changes from the Previous Draft – Previously Discussed

- Changing distance between buildings to minimum size requirements instead of being governed by the Building and Fire Codes in the R-4 and MUO zones. Also eliminated a distance between residential and industrial buildings on the same site in the MUO zone as there would not be such a combination.
- Adding language that all new structures and additions in the R-4 zone are required to comply with the residential design guidelines set forth in Chapter 18.42
 - This is already a requirement; the language addition simply clarifies
- Reinserting maximum density for R-4 and MUO for ½ acre lots – staff had originally wanted to increase these to the same size as one-acre lots, but this requires a general plan amendment as well.
- Garage spaces are only being reduced in size for the R-4 and MUO zones
- Revision of language authorizing Community Development Director to make changes to site plans – clarified that authority to allow minor modifications is only allowed to resolve conflicts due to site conditions and other requirements
- Revision to extensions to allow only 2 extensions of up to 6 months each, in addition to automatic 6-month extension for approvals that were in effect on March 16, 2020 due to pandemic.
- Front yard setback in the R-4 zone – increased to 15 feet from original 10-foot recommendation – current Code requires 20 feet.

CONCLUSION

IN CONCLUSION, Staff respectfully recommends that Council conduct the public hearing and introduce Ordinance No. 1820 as presented.

Attachments

- A - Ordinance No. 1820 (redlined)
- B – Compare Version (Comparison between draft presented to City Council on May 26th and current draft)
- C – Planning Commission Resolution No. 6-20 (without draft Ordinance)
- D – Planning Commission Report dated July 7, 2020 (without draft Ordinance)
- E – Power Point Presentation from June 18, 2020 City Council special meeting
- F – City Council staff report dated May 26, 2020 (including draft Ordinance)

INT/int

Attachment A – Ordinance No. 1820

ORDINANCE NO. 1820

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING ADDITIONAL CHANGES TO TITLE 18, ZONING, OF THE GARDENA MUNICIPAL CODE RELATING TO RESIDENTIAL DEVELOPMENT AND TIME EXTENSIONS FOR ENTITLEMENTS

WHEREAS, California is facing a housing crisis; and

WHEREAS, staff continues to receive applications for high density developments which point out places where the City's Zoning law should be adjusted to provide additional flexibility to developers so that they may make individual determinations based on market considerations as to the best layout for each project; and

WHEREAS, modifications to the development standards are required in order that projects may be developed to the allowed densities of the zone; and

WHEREAS, staff will begin to work on an overall update to the City's Zoning law at a future time to modernize the City's Zoning law; and

WHEREAS, staff has determined that it is in the best interests to continue to process these changes in phases so that the simpler changes can continue to be quickly implemented; and

WHEREAS, during the time that staff was working on the changes to the development standards, the Pandemic caused by COVID-19 caused all non-essential services to cease operations and caused havoc with the economy; and

WHEREAS, the period of recovery from the Pandemic will be not be immediate; and

WHEREAS, the City Council believes that extensions should be granted for all discretionary planning entitlements and applicants should have the ability to obtain additional extensions as needed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on Ordinance No. 1820 on April 21, 2020 at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a Resolution recommending approval of this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on Ordinance No. 1820 on May 26, 2020 at which time it considered all evidence presented, both written and oral; and

WHEREAS, the City Council directed that the Ordinance be brought back before them at a special meeting to further to discuss the matter; and

WHEREAS, based on the initial input received from the City Council staff made modifications to Ordinance No. 1820 and on June 18, 2020, the City Council held a duly noticed public hearing at a Special Meeting at which time the revised Ordinance was reviewed in depth with City staff, and other minor changes were proposed; and

WHEREAS, on July 7, 2020, the Planning Commission held a duly noticed public hearing on revised Ordinance No. 1820 and at which time it considered all evidence presented, both written and oral; and

WHEREAS, after the close of the public hearing the Planning Commission adopted Resolution No. 6-20 recommending that the City Council adopt Ordinance No. 1820 as revised, including the changes to minimum dwelling unit sizes; and

WHEREAS, on July 28, 2020, the City Council held a duly noticed public hearing on revised Ordinance No. 1820 at which time it considered all evidence presented, both written and oral;

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

SECTION 1. FINDINGS.

A. The City Council finds that adopting the changes set forth in this Ordinance represents good planning practices for the following reasons: it modernizes the City's Zoning law; it makes the Municipal Code easier to use; it makes sense to have different development regulations in the medium and high density residential zones.

B. The City Council further finds that this Ordinance is consistent with the City's General Plan.

SECTION 2. Section 18.14.050 E of the Gardena Municipal Code relating to the R-2 zone is hereby amended to read as follows:

E. Dwelling unit size:

1. A minimum of one thousand ~~two hundred~~ square feet for three or more bedroom units,
2. A minimum of ~~nine~~ eight hundred square feet for two bedroom units,
3. A minimum of ~~seven~~ six hundred ~~fifty~~ square feet for one bedroom units, and

4. A minimum of four hundred ~~fifty~~-square feet for bachelor/efficiency units;

5. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

SECTION 3. Section 18.16.050 E, H and Q of the Gardena Municipal Code relating to the R-3 zone are hereby amended to read as follows; all other sections remain the same:

E. Dwelling unit size:

1. A minimum of one thousand ~~two hundred~~-square feet for three or more bedroom units,

2. A minimum of ~~nine~~ eight hundred square feet for two bedroom units,

3. A minimum of six ~~seven~~-hundred ~~fifty~~-square feet for one bedroom units, and

4. A minimum of four hundred ~~fifty~~-square feet for bachelor/efficiency units;

5. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

* * *

H. Distances between buildings: The following distances shall apply to buildings within the project site:

1. A minimum of six feet between main and accessory buildings;

2. A minimum of fifteen feet between main buildings; provided, however:

a. A minimum of twenty feet for buildings front to front and with interior courts;

b. A minimum of thirty feet for buildings front to front and with driveways between structures; and

c. For buildings that are greater than two stories, the distance shall be increased two and one-half feet between buildings for each floor over the second floor;

* * *

Q. Storage space: a minimum of onetwo hundred-twenty cubic feet of storage space shall be provided in the garage of for each dwelling unit with a minimum of two feet in any direction. Such space may be located in areas which include, but are not limited to the garage, in an outside closet, or below stairways.

SECTION 4. Section 18.18.020 of the Gardena Municipal Code relating to development standards in the R-4 zone is hereby amended to read as follows:

18.18.020 Development standards.

The development standards set forth herein shall apply and supersede any zoning code provision in this title to the contrary.

A. Lot area: a minimum of five thousand square feet

B. Lot width:

1. A minimum of fifty feet for interior lots, and

2. A minimum of fifty-five feet for corner lots;

C. Lot depth: a minimum of eighty feet;

A.D. Minimum Density. For any project approved after August 1, 2012, the minimum permitted density shall be twenty units per acre for any residential development. This subsection shall not apply to the expansion of any existing use.

E. Maximum Density. The maximum permitted density shall be as set forth in this subsection; fractional units shall be rounded upward if such fraction is at or above the five-tenths breakpoint:

1. Twenty-five units per acre for lots less than one-half acre;
2. Twenty-seven units per acre for lots between one-half acre and one acre; and
3. Thirty units per acre for lots greater than one acre.

F. Building Height. The maximum building height for habitable space shall not exceed ~~thirty-five feet, or forty feet.~~ An ~~with an~~ additional five feet may be allowed for architectural projections which are building elements such as towers, cupolas, decorative parapets that screen equipment, and pitched roofs at a minimum pitch of four to twelve, that are added to buildings to provide architectural interest without adding interior floor area, and also include skylights and chimneys. In no event may the building exceed ~~three~~ four stories.

G. Yards. For cluster developments, setbacks are calculated from the project boundaries and not from individual units or buildings within the development.

1. Front yard setback: a minimum of fifteen feet; no more than fifty percent, including driveways, shall be paved or otherwise covered with hardscaped materials. The remaining area shall be permanently landscaped with softscape materials and provided with a permanent irrigation system subject to city approval.

2. Side and rear yard setbacks:

a. A minimum of ten feet when the building is thirty-five feet or less in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

b. A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet;

3. Accessory buildings: one-story accessory buildings, other than a garage, shall be set back four feet from the rear and side property lines when located in the rear one-third of the lot. Garages may be constructed along the rear and side property line when located in the rear one-third of the lot. Garages fronting on public streets shall maintain a minimum ten-foot yard setback. All garages shall be provided with garage

doors and new front facing garages and replacement garage doors for front facing garages shall be sectional type doors;

H. Distances between buildings on the same site: Notwithstanding any other provision of this Code to the contrary, the following shall apply:

	<u>Height – 40' or less</u>	<u>Height – Greater than 40'</u>
<u>Side to side – detached home*</u>	<u>6' - if openings are offset from adjacent openings; otherwise 10'</u>	<u>10' – if openings are offset from adjacent openings; otherwise 15'</u>
<u>Side to side – attached condominium buildings*</u>	<u>10'</u>	<u>15'</u>
<u>Front to front with interior court*</u>	<u>10'</u>	<u>15'</u>
<u>Front to front with driveway between structures*</u>	<u>30'</u>	<u>30'</u>
<u>Main to accessory building</u>	<u>6'</u>	<u>6'</u>

I. Off-street parking: the provisions of Chapter 18.40 shall apply with the exception that:

1. Tandem parking shall be allowed, but not for guest parking spaces.
2. For senior or income restricted units: one off-street parking space for each one bedroom or studio unit.

J. C. Landscaping. The minimum landscaping requirement shall be four hundred sixty square feet. Usable open space: a minimum of 600 300 hundred square feet of usable common or private open space shall be provided for each unit of all multiple-family dwellings and condominiums in accordance with the minimum size requirements of Section 18.42.065.

K. Signs: the provisions of Chapter 18.58 shall apply;

L. Fences: the provisions of Section 18.42.070 shall apply;

M. Refuse areas: the provisions of Section 18.42.130 shall apply;

N. Swimming pool areas: the provisions of Section 18.42.090 shall apply;

O. Projections permitted in required yards: the provisions of Section 18.42.100 shall apply;

P. Protection of intersection visibility: the provisions of Section 18.42.110 shall apply;

Q. Storage space: a minimum of one hundred-twenty cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. Such space may be located in areas which include, but are not limited to, the garage, in an outside closet, or below stairways.

R. All new structures and additions to existing structures shall demonstrate conformance with residential design guidelines set forth in Chapter 18.42.

SECTION 5. Sections 18.19.010B and 18.19.030 B of the Gardena Municipal Code related to residential housing in the MU zone is hereby amended to read as follows:

18.19.010 Mixed use overlay zone (MUO).

B. To provide a meaningful blend of residential and non-residential uses that enhances and builds upon the city's commercial base; ~~the mixed-use overlay zone is not intended to simply act as a loophole in the zoning code for residential development;~~

18.19.030 Uses permitted.

~~B. If property is developed solely in accordance with provisions of the underlying zoning district, uses permitted or conditionally permitted in the underlying zoning district shall be allowed. Site plan review shall not be required for such development unless required by another provision of this title. Property may be developed solely for residential uses or solely for uses permitted or conditionally permitted in accordance with the provisions of the underlying zoning district.~~

1. If developed in accordance with the provisions of the underlying zoning district, ~~uses permitted or conditionally permitted in the underlying zoning district~~ shall be allowed. Site plan review shall not be required for such development unless required by another provision of this title.

2. If developed solely for residential purposes, development shall be in accordance with the provisions of this Chapter for residential development and site plan review shall be required.

SECTION 6. Section 18.19.050 of the Gardena Municipal Code is hereby amended to read as follows:

18.19.050 Uses prohibited.

A. ~~—All uses not listed in Sections 18.19.030 and 18.19.040 are prohibited,~~
unless determined to be similar pursuant to the provisions of Section 18.42.040.

B. ~~—Any project consisting solely of residential uses~~

SECTION 7. Subsections 18.19.060.B.1, C.3, D, E, F, I, J.1, and L of the Gardena Municipal Code relating to development standards in the MUO zone are hereby amended to read as follows, all other provisions of section 18.19.060 remain the same:

B. Minimum project area³:

1. One acre minimum, with the following exceptions:

a. Parcels that cannot be consolidated to satisfy the minimum project area because they are bordered on all sides by property that is not zoned with the mixed use overlay zone;

b. Parcels that cannot be consolidated because they are bordered on three or more sides by roadways; ~~or~~

c. Parcels that cannot be consolidated because adjacent property is not zoned with the mixed use overlay; or

d. Other circumstances prevent the consolidation of parcels to meet this requirement.

* * *

C. Density and intensity:

3. Residential by itself or as part of a mixed use project: the maximum residential density shall be as follows, calculated over the portion of the project area devoted to such use, including when such use is part of a vertical development:

a. Twenty units per acre maximum for sites less than one-half acres;

b. Twenty-five units per acre maximum for sites at least one-half acre but less than one acre; and

c. Thirty units per acre maximum for all sites of one acre or greater.

* * *

D. Dwelling unit size:

1. A minimum of one thousand ~~two hundred~~ square feet for three or more bedroom units;
2. A minimum of eight ~~nine~~ hundred square feet for two bedroom units;
3. A minimum of six ~~seven~~ hundred ~~fifty~~ square feet for one bedroom units, and
4. A minimum of four hundred ~~fifty~~ square feet for bachelor/efficiency units;
5. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

* * *

E. Maximum Building Height. The following height standards apply to individual buildings within a project area⁵:

1. ~~Thirty-five~~ Forty feet, with an additional five feet or forty feet with for architectural projections if⁶:
 - a. Adjacent to single-family (R-1) or low-density multiple-family residential (R-2) zones ~~one-story residential uses~~; or
 - b. Adjacent to a collector or major collector street.
2. ~~Forty~~ feet, or ~~forty five~~ feet with architectural projections if:
 - a. ~~Adjacent to two-story residential uses~~; or
 - b. ~~Adjacent to a major collector street.~~

23. Fifty-five feet, with an additional five feet for or sixty feet with
architectural projections if:

a. Adjacent to any use other than single-family (R-1) or low-
density multiple-family (R-2) residential zones; three-story or greater residential uses; or
adjacent to commercial or other nonresidential uses; and or

b. Adjacent to an arterial street.

* * *

F. Yards: for mixed use projects, setbacks are calculated from the project boundaries and not from individual units or buildings within the development.

1. Front yard setback:

a. Five feet from the public right of way for vertical residential
developments that do not have front doors facing the street;

b. Twenty feet from the public right of way for residential
developments that have front doors which face on to the street; and

c. Aa minimum of twelve feet from face of curb and a maximum
of twenty feet from face of curb for all other developments;

2. Side yard setback:

a. A minimum of ten feet when the building is thirty-five feet in
height or less, including architectural projections, and the property directly abuts parcels
zoned R-1 or R-2;

b. A minimum of fifteen feet when the building exceeds thirty-five
feet in height, including architectural projections, and the property directly abuts parcels
zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly
abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street
side must be a minimum of ten feet;

3. Rear yard setback: ten feet from property line;

a. A minimum of fifteen feet when the building exceeds thirty-five
feet in height, including architectural projections, and the property directly abuts parcels
zoned R-1 or R-2;

b. A minimum of ten feet when the building is thirty-five feet in height or less, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet.;

4. ~~Building to building:~~

a. ~~Main structures less than or equal to forty feet in height: twenty feet if adjacent to industrial structures; ten feet if adjacent to all other structures;~~

b. ~~Main structures greater than forty feet in height: thirty feet if adjacent to industrial structures; twenty feet if adjacent to residential structures; and fifteen feet if adjacent to commercial structures; and~~

c. ~~A minimum of six feet between main and accessory buildings.~~

d. ~~The provisions of Section 18.42.120 shall not apply to this section.~~

H. Distances between buildings on the same site: Notwithstanding any other provision of this Code to the contrary, the following shall apply:

	Height – 40' or less	Height – Greater than 40'
<u>Adjacent to Industrial</u>	<u>20'</u>	<u>30'</u>
<u>Adjacent to Commercial</u>	<u>10'</u>	<u>15'</u>
<u>Side to side – detached home*</u>	<u>6' - if openings are offset from adjacent openings; otherwise 10'</u>	<u>10' – if openings are offset from adjacent openings; otherwise 15'</u>
<u>Side to side – attached condominium buildings*</u>	<u>10'</u>	<u>15'</u>
<u>Front to front with interior court*</u>	<u>10'</u>	<u>15'</u>
<u>Front to front with driveway between structures*</u>	<u>30'</u>	<u>30'</u>

Main to accessory building 6'

6'

* * *

I. Usable open space:

1. Residential uses: a minimum of 150 square feet of outdoor usable common or private open space shall be provided per dwelling unit in accordance with the minimum size requirements of Section 18.42.065.

a. ~~A minimum of seventy square feet per unit shall be private open space and directly accessible from the individual dwelling unit.~~

b. ~~The remainder of the open space may be either private or common.~~

2. Live/work uses: a minimum of one hundred square feet of either outdoor usable common or private open space shall be provided for each live/work unit in accordance with the requirements of Section 18.42.065.

3. The usable common open space requirements of residential mixed use and live/work units can be combined into one or more large spaces to satisfy the ~~usable common~~ open space requirements, so long as the space is located along or directly accessed and visible from perimeter or interior streets.

* * *

J. Off-street parking: the provisions of Chapter 18.40 shall apply, with the following exceptions:

1. ~~Tandem Residential and Live/Work parking: up to fifty percent of~~ Parking requirements for residential or live/work units may be satisfied by tandem parking. Guest spaces may not be tandem. ~~Garaged Tandem~~ garage parking shall be no smaller than ~~twelve~~ 10.5 feet wide by ~~38~~ forty feet long, as measured from the interior walls;

* * *

L. ~~Storage areasspace: a minimum of one hundred-twenty cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. Ffor dwelling units without a private parking garage, general storage cabinets/closets with a minimum size of one hundred cubic feet capacity shall be required for each unit. The storage cabinets are encouraged to be located within the parking area, in close proximity to the respective units, or below interior stairways. For dwelling units with tandem parking garages, each storage cabinet/closet shall be a minimum of two hundred cubic feet capacity.~~

SECTION 8. Section 18.20.050B is hereby amended to read as follows:

B. Residential Units.

1. Multiple-family residential uses built as a mixed use shall be restricted to the upper stories in a vertical development or the rear of the property in a horizontal development.

2. The minimum size of residential units shall be as follows:

a. Studio/efficiency/bachelor: four hundred-fifty square feet;:-

b. One bedroom: six hundred square feet;:-

c. Two bedrooms: eight hundred square feet;:-

d. Three or more bedrooms: one thousand ~~one hundred~~ square feet;:-

e. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

3. Open Space Requirements. Each residential unit shall have a minimum of one hundred fifty square feet of usable common and private open space in accordance with the requirements of Section 18.42.065.:-

~~a. A minimum of fifty square feet per unit shall be private open space and directly accessible from the individual dwelling unit.~~

~~b. A minimum of seventy-five square feet per unit shall be usable common open space.~~

~~c. The remaining twenty-five square feet per unit may be provided as either common or private open space.~~

4. The maximum residential density shall be thirty-four units per acre.

5. If multifamily residential is the only use on the property:

a. The minimum density shall be twenty-four units per acre;

b. No more than fifty percent of the front yard setback, including driveways, shall be paved or otherwise covered with hardscaped materials. The remaining area shall be permanently landscaped with softscape materials and provided with a permanent irrigation system subject to city approval.

SECTION 9. Section 18.39.015B of the Gardena Municipal Code is hereby deleted.

~~B. A specific plan shall be required for any housing project on a site of five acres or more, planned as an integrated development in the R-1, R-2, R-3, R-4, MU, or C-R zone.~~

SECTION 10. Section 18.39.030B of the Gardena Municipal Code is hereby deleted.

~~B. Specific plan applications for a single structure on a single parcel shall not be permitted. [Deleted.]~~

SECTION 11. Section 18.39.040 of the Gardena Municipal Code is hereby amended to read as follows:

A. In addition to state requirements as specified in the California Government Code Section 65450 et seq., the contents listed below shall be included in all specific plans, unless the applicant demonstrates to the satisfaction of the community development director determines that the item is clearly not applicable or relevant to the specific plan application under consideration.

B. Specific plan contents shall include the following, but need not be in the order listed:

1. Title, table of contents, acknowledgements;

2. Summary statement;
3. Introduction:
 - a. Initiator of plan,
 - b. Purpose and intent,
 - c. Site location, brief description and maps,
 - d. Project history/background,
 - e. ~~[Deleted] Relationship to neighboring jurisdictions, regional agencies and the state,~~
 - f. Environmental assessment,
 - g. Related applications and documents;
4. Detailed description of site:
 - a. Topography,
 - b. Geology/soils,
 - c. Hydrology,
 - d. Biological resources,
 - e. Land use,
 - f. General plan and zoning designations,
 - g. Circulation,
 - h. Cultural resources,
 - i. Public services,
 - j. Utilities,
 - k. Site summary,
 - l. Appropriate maps and diagrams;

5. Specific plan concepts:
 - a. Project goals and objectives,
 - b. ~~Opportunities and constraints,~~
 - c. Conceptual site plan/land use plan,
 - d. Transportation/circulation plan:
 - i. Private,
 - ii. Public,
 - iii. Internal and affected external,
 - iv. Pedestrian, vehicular and mass transit,
 - e. Grading plan,
 - f. Public facilities/utilities plan:
 - i. Sewage,
 - ii. Water,
 - iii. Drainage,
 - iv. Solid waste,
 - v. Energy,
 - vi. Utilities,
 - g. Recreation and open space plan,
 - h. ~~Fire protection/fuel modification plan~~[Deleted],
 - i. Natural and man-made resources protection,
 - j. Phasing program,
 - k. Home-owners association,
 - l. Landscape plan,

- m. Appropriate maps and diagrams,
- n. Other appropriate conceptual plans;
- 6. Development regulations and requirements:
 - a. Development standards,
 - b. Recreation and open space standards,
 - c. Parking,
 - d. Nonconformities,
 - e. Lighting standards,
 - f. Sign program,
 - g. Maintenance standards,
 - h. Standards for accessory structures, additions, walls, fences,other changes;
- 7. Design guidelines:
 - a. Architecture,
 - b. Landscape, streetscape,
 - c. Views,
 - d. Performance standards;
- 8. General plan consistency:
 - a. Applicable goals and policies,
 - b. How the specific plan meets the requirements of and implements the general plan;
- 9. Implementation:
 - a. Phasing plan,
 - b. Precise plan review process,

- c. Infrastructure improvements/coordination,
- d. Financing measures,
- e. Monitoring programs,
- f. Administration of plan,
- g. Amendment procedures.

SECTION 12. Section 18.40.040 A of the Gardena Municipal Code is hereby amended to read as follows:

Use	Number of Parking Spaces Required
A. Residential:	
Single-family:	Two-car <u>enclosed</u> garage.
<u>Two-family Low-Density and Medium-Density Multiple-Family Residential</u>	Two spaces <u>per dwelling unit in an enclosed garage or in an enclosed parking facility structure, per dwelling unit.</u>
<u>High-Density and multiple-family dwellings (anything over 20 units per acre):</u>	<u>Two spaces per dwelling unit, other than a studio unit, one of which must be in an enclosed garage or parking structure and the other which may be in a covered parking area.</u>
<u>Studio unit</u>	<u>One space per dwelling unit</u>
Mobile home parks:	

Use	Number of Parking Spaces Required
	Two spaces per mobile home or trailer on the same space where the mobile home or trailer is located.
Accessory dwelling units:	See Chapter <u>18.13</u> .
<u>Additional standards and requirements:</u>	<u>See Section 18.40.070</u>

SECTION 13. Subsection 18.40.050 A and C of the Gardena Municipal Code relating to parking spaces is hereby amended to read as follows:

A. Parking spaces shall have a minimum dimension of nine feet by eighteen feet; parallel parking spaces shall have a minimum dimension of nine feet by twenty-five two feet.

C. Compact parking spaces.

1. Compact parking shall not have exceed twenty five percent of all required parking spaces and shall have a minimum dimension of eight feet by seventeen feet. All compact spaces shall be so marked on the pavement and/or wheel stop.

2. Twenty-five percent of all non-residential parking may be compact in size.

3. In the R-4 and MU zones, where there is a minimum of four guest parking spaces, twenty-five percent of such spaces may be compact in size.

4. Except as may specifically be allowed, Notwithstanding any provision of this code to the contrary, compact parking spaces shall not be considered as satisfying the parking requirements for residential uses, as set forth in Section 18.40.040(A).

SECTION 14. Section 18.40.050F relating to the tables and charts for parking spaces is hereby amended by changing the minimum parking layout dimension for the stall length for a parallel space to 22 feet from 25 feet.

SECTION 15. Section 18.40.070 relating to additional standards for residential parking areas is hereby amended by revising subsection D to read as follows and adding a new subsection G; all other sections remain the same:

D. Garage spaces.

1. Unless subject to D.2 below, tandem parking is allowed, a two-car garage shall be fully enclosed and have a minimum interior dimension of twenty feet in width by twenty feet in depth. A garage designed for tandem parking shall have a minimum interior dimension of twelve feet in width by forty-one feet in depth.

2. Garage spaces in the R-4 and MU Overlay zones. Unless tandem parking is allowed, a two-car garage shall be fully enclosed and have a minimum interior dimension of nineteen feet in width by nineteen feet in depth. A garage designed for tandem parking shall have a minimum interior dimension of ten and one-half feet in width by thirty-eight feet in depth.

3. In all garage parking spaces, the dDesignated parking area shall be designed to remain free and clear of all obstructions, including, but not limited to, washer/dryer units, water heaters, trash enclosures, etc.

* * * * *

G. If parking spaces are not provided in an attached garage, then the spaces in the parking structure or parking area shall be assigned to a specific unit.

SECTION 16. Section 18.42.150 is hereby amended to read as follows:

18.42.150 Security and lighting plan.

Complete security and lighting plans shall accompany all site development plans for multiple-family development of four or more units and commercial and industrial developments to ensure that safety and security issues are addressed in the design of the development.

A. Lighting plans for commercial and industrial developments shall demonstrate an average of 2-foot candle with no single point less than 1-foot candle for all public/common areas.

A.B. Lighting plans for multiple-family developments shall demonstrate an average of 1-foot candle for all public/common areas.

SECTION 17. Section 18.44.030 of the Gardena Municipal Code is hereby amended to read as follows:

18.44.030 Factors for Approval

A. A site plan shall be approved, or conditionally approved, only after finding that the proposed development, ~~including the uses and the physical design of the development,~~ is consistent with the intent and general purpose of the general plan and provisions of the municipal code, and will not adversely affect the orderly and harmonious development of the area and the general welfare of the city; otherwise such plans shall be disapproved.

B. In addition to all other applicable zoning and development requirements and policies, the following factors shall also be considered in determining whether the site plan shall be approved:

1. The dimensions, shape and orientation of the parcel;
2. The placement of buildings and structures on the parcel;
3. The height, setbacks, bulk and building materials;
4. The distance between buildings or structures;
5. The location, number and layout of off-street parking and loading spaces;
6. The internal vehicular patterns and pedestrian safety features;
7. The location, amount and nature of landscaping;
8. The placement, height and direction of illumination of light standards;
9. The location, number, size and height of signs;
10. The location, height and materials of walls, fences or hedges;
11. The location and method of screening refuse and storage areas, roof equipment, pipes, vents, utility equipment and all equipment not contained in the main buildings of the development;
12. ~~Compatibility and overconcentration of uses in the immediate area~~ Deleted]; and
13. Such other information which the community development director or commission may require to make the necessary findings that the provisions of this code are being complied with.

C. The Community Development Director may make minor modifications to an approved Site Plan in order to resolve conflicts due to site conditions, building, fire, utility and similar requirements.

SECTION 18. Section 18.44.060 of the Gardena Municipal Code relating to time limits for Site Plan Review is hereby amended to read as follows:

18.44.060 Time limits for development.

A. The subject property under a site plan review shall be developed within a period of time not exceeding twelve months from and after the date of its approval, and, if not so developed and utilized, such approval automatically shall become null and void at the expiration of such twelve-month period.

B. Upon a showing of good cause, the community development director may grant up to two ~~one or more~~ extensions of up to six months each, upon receipt of a written request from the applicant prior to expiration.

C. When such a request for an extension is filed, a fee in an amount established by city council resolution shall be paid for the purpose of defraying the costs incurred by the city in processing such extension of time.

SECTION 19. Section 18.46.040H of the Gardena Municipal Code related to time limits for conditional use permits is hereby amended to read as follows:

H. Time Limits for Development.

1. The subject property and the use granted under a conditional use permit shall be developed within a period of not to exceed twelve months from and after the date of granting such permit, and, if not so developed and utilized, such conditional use permit automatically shall become null and void at the expiration of such twelve month period.

2. The permittee may apply in writing to the Planning Commission for ~~one an~~ extension of time, ~~not to exceed six months~~, within which to develop and use such conditional use permit. Such application shall be made prior to the expiration of the utilization period. ~~The application for such extension of time shall be in duplicate. When such an application for an extension is filed, a filing fee established by city council resolution shall be paid for the purpose of defraying the costs incidental to the processing of such extension. Upon a showing of good cause, tThe Planning Commission~~ commission, after due consideration, shall may either grant one or more up to two or deny such extensions of up to six months each ~~of time for such development and use. Only one such extension shall be permitted.~~

SECTION 20. Section 18.48.030H of the Gardena Municipal Code related to time limits for variances is hereby amended to read as follows:

H. Time Limits for Development.

1. The construction or occupancy of land or buildings granted under a variance shall be utilized within a period of not to exceed twelve months from and after the date of granting such permit, and, if not so developed and utilized, such variance automatically shall become null and void at the expiration of such twelve-month period.

2. The permittee may apply in writing to the Planning Commission for one extension of time, not to exceed six months, within which to develop and use such variance. Such application shall be made prior to the expiration of the utilization period. When such an application for an extension is filed, a filing fee established by city council resolution shall be paid for the purpose of defraying the costs incidental to the processing of such extension. Upon a showing of good cause, the Planning Commission, after due consideration, shall may either grant one or more up to two extensions of up to six months each or deny such extension of time for such development and use. Only one such extension shall be permitted.

SECTION 21. Section 18.50.040E of the Gardena Municipal Code related to time limits for administrative adjustments is hereby amended to read as follows:

E. Time Limits for Development. The construction or occupancy of land or buildings granted under the administrative adjustment shall be utilized within a period not to exceed twelve months from and after the date of approval, and if not so developed and utilized, such administrative adjustment shall automatically become null and void at the expiration of such period. The permittee may apply in writing to the community development director for an one-time extension of time, not to exceed six months, prior to the expiration of the utilization period. Upon a showing of good cause, the community development director may grant one or more up to two extensions of up to six months each. Only one such extension shall be permitted.

SECTION 22. Notwithstanding any other provision of the Gardena Municipal Code to the contrary, all entitlements that were in effect as of March 16, 2020 for site plan reviews, conditional use permits, variances, and administrative adjustments are automatically extended for a six month period from the date of expiration without the need to apply for an extension pursuant to Sections 18.44.060, 18.44.040, 18.48.030, and 18.50.040.

SECTION 23. CEQA. This Ordinance is categorically exempt from CEQA pursuant to the common sense exemption set forth in Guidelines section 15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. None of the

changes to the development standards and definitions set forth above would change the density, intensity, or allowed uses or would have other effects on the environment. The changes are primarily a reorganization and clarification of the existing code and practices relating to residential development standards. For these same reasons, the Ordinance also qualifies for an exemption under CEQA Guidelines section 15305 (Class 5) for minor alterations in land use limitations in areas with an average slope of less than 20%. No part of Gardena has a slope in excess of 20%. The changes are not for any specific project and therefore will not impact any environmental resource of hazardous or critical concern, will not create cumulative impacts, or impacts to scenic highways, hazardous waste sites, or historical resources. Because this is an ordinance pertaining to citywide development standards there will not be any significant effects on the environment due to unusual circumstances. As such, staff is directed to file a Notice of Exemption.

SECTION 24. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 25. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 26. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

LISA E. KRANITZ, Assistant City Attorney

*Attachment B – Compare Version
(Comparison between draft presented to
City Council on May 26th and current draft)*

ORDINANCE NO. 1820

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING ADDITIONAL CHANGES TO TITLE 18, ZONING, OF THE GARDENA MUNICIPAL CODE RELATING TO RESIDENTIAL DEVELOPMENT AND TIME EXTENSIONS FOR ENTITLEMENTS

WHEREAS, California is facing a housing crisis; and

WHEREAS, staff continues to receive applications for high density developments which point out places where the City's Zoning law should be adjusted to provide additional flexibility to developers so that they may make individual determinations based on market considerations as to the best layout for each project; and

WHEREAS, modifications to the development standards are required in order that projects may be developed to the allowed densities of the zone; and

WHEREAS, staff will begin to work on an overall update to the City's Zoning law at a future time to modernize the City's Zoning law; and

WHEREAS, staff has determined that it is in the best interests to continue to process these changes in phases so that the simpler changes can continue to be quickly implemented; and

WHEREAS, during the time that staff was working on the changes to the development standards, the Pandemic caused by COVID-19 caused all non-essential services to cease operations and caused havoc with the economy; and

WHEREAS, the period of recovery from the Pandemic will be not be immediate; and

WHEREAS, the City Council believes that extensions should be granted for all discretionary planning entitlements and applicants should have the ability to obtain additional extensions as needed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on ~~this~~ Ordinance No. 1820 on April 21, 2020 at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a Resolution recommending approval of this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on ~~this~~ Ordinance No. 1820 on May 26, 2020 at which time it considered all evidence presented, both written and oral; and

WHEREAS, the City Council directed that the Ordinance be brought back before them at a special meeting to further to discuss the matter; and

WHEREAS, based on the initial input received from the City Council staff made modifications to Ordinance No. 1820 and on June 18, 2020, the City Council held a duly noticed public hearing at a Special Meeting at which time the revised Ordinance was reviewed in depth with City staff, and other minor changes were proposed; and

WHEREAS, on July 7, 2020, the Planning Commission held a duly noticed public hearing on revised Ordinance No. 1820 and at which time it considered all evidence presented, both written and oral; and

WHEREAS, after the close of the public hearing the Planning Commission adopted Resolution No. 6-20 recommending that the City Council adopt Ordinance No. 1820 as revised; and

WHEREAS, on July 28, 2020, the City Council held a duly noticed public hearing on revised Ordinance No. 1820 at which time it considered all evidence presented, both written and oral;

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

SECTION 1. FINDINGS.

A. The City Council finds that adopting the changes set forth in this Ordinance represents good planning practices for the following reasons: it modernizes the City's Zoning law; it makes the Municipal Code easier to use; it makes sense to have different development regulations in the medium and high density residential zones.

B. The City Council further finds that this Ordinance is consistent with the City's General Plan.

SECTION 2. Section 18.14.050 E of the Gardena Municipal Code relating to the R-2 zone is hereby deleted.

The original recommendation was to delete dwelling size altogether – now it is just reduced and eliminated for affordable.

E. Dwelling unit size:

1. A minimum of one thousand square feet for three or more bedroom units,
2. A minimum of eight hundred square feet for two bedroom units,
3. A minimum of six hundred square feet for one bedroom units.

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_____ 4. A minimum of four hundred square feet for bachelor/efficiency units;

_____ 5. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

SECTION 3. Section 18.16.050 E, H and Q of the Gardena Municipal Code relating to the R-3 zone are hereby amended to read as follows; all other sections remain the same:

_____ E. ~~{Deleted}~~ Dwelling unit size:

_____ *The original recommendation was to delete dwelling size altogether – now it is just reduced and eliminated for affordable.*

_____ 1. A minimum of one thousand square feet for three or more bedroom units,

_____ 2. A minimum of eight hundred square feet for two bedroom units,

_____ 3. A minimum of six hundred square feet for one bedroom units,

_____ 4. A minimum of four hundred square feet for bachelor/efficiency units;

_____ 5. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

* * *

H. Distances between buildings: The following distances shall apply to buildings within the project site:

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1. A minimum of six feet between main and accessory buildings;
2. A minimum of fifteen feet between main buildings; provided, however:
 - a. A minimum of twenty feet for buildings front to front and with interior courts;
 - b. A minimum of thirty feet for buildings front to front and with driveways between structures; and
 - c. For buildings that are greater than two stories, the distance shall be increased two and one-half feet between buildings for each floor over the second floor;

* * *

Q. Storage space: a minimum of one hundred-twenty cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. Such space may be located in areas which include, but are not limited to the garage, in an outside closet, or below stairways.

SECTION 4. Section 18.18.020 of the Gardena Municipal Code relating to development standards in the R-4 zone is hereby amended to read as follows:

18.18.020 Development standards.

The development standards set forth herein shall apply and supersede any zoning code provision in this title to the contrary.

- A. Lot area: a minimum of five thousand square feet
- B. Lot width:
 1. A minimum of fifty feet for interior lots, and
 2. A minimum of fifty-five feet for corner lots;
- C. Lot depth: a minimum of eighty feet;

D. Minimum Density. For any project approved after August 1, 2012, the minimum permitted density shall be twenty units per acre for any residential development. This subsection shall not apply to the expansion of any existing use.

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E. Maximum Density. The maximum permitted density shall be as set forth in this subsection; fractional units shall be rounded upward if such fraction is at or above the five-tenths breakpoint:

1. Twenty-five units per acre for lots less than one-half acre;
2. Twenty-seven units per acre for lots between one-half acre and one acre; and
3. Thirty units per acre for lots greater than one acre.

F. Building Height. The maximum building height for habitable space shall not exceed forty feet. An additional five feet may be allowed for architectural projections which are building elements such as towers, cupolas, decorative parapets that screen equipment, and pitched roofs at a minimum pitch of four to twelve, that are added to buildings to provide architectural interest without adding interior floor area, and also include skylights and chimneys. In no event may the building exceed four stories.

G. Yards. For cluster developments, setbacks are calculated from the project boundaries and not from individual units or buildings within the development.

1. Front yard setback: a minimum of ~~ten~~fifteen feet; no more than fifty percent, including driveways, shall be paved or otherwise covered with hardscaped materials. The remaining area shall be permanently landscaped with softscape materials and provided with a permanent irrigation system subject to city approval.

2. Side and rear yard setbacks:

a. A minimum of ten feet when the building is thirty-five feet or less in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

b. A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet;

3. Accessory buildings: one-story accessory buildings, other than a garage, shall be set back four feet from the rear and side property lines when located in the rear one-third of the lot. Garages may be constructed along the rear and side property line when located in the rear one-third of the lot. Garages fronting on public streets shall maintain a minimum ten-foot yard setback. All garages shall be provided with garage

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doors and new front facing garages and replacement garage doors for front facing garages shall be sectional type doors;

H. Distances between buildings on the same site: Notwithstanding any other provision of this Code to the contrary, the following shall be governed by the Building and Fire Codes apply:

	Height – 40' or less	Height – Greater than 40'
Side to side – detached home*	6' - if openings are offset from adjacent openings; otherwise 10'	10' – if openings are offset from adjacent openings; otherwise 15'
Side to side – attached condominium buildings*	10'	15'
Front to front with interior court*	10'	15'
Front to front with driveway between structures*	30'	30'
Main to accessory building	6'	6'

I. Off-street parking: the provisions of Chapter 18.40 shall apply with the exception that:

1. Tandem parking shall be allowed, but not for guest parking spaces.
2. For senior or income restricted units: one off-street parking space for each one bedroom or studio unit.

J. Usable open space: a minimum of 300 hundred square feet of usable common or private open space shall be provided for each unit of all multiple-family dwellings and condominiums in accordance with the minimum size requirements of Section 18.42.065.

K. Signs: the provisions of Chapter 18.58 shall apply;

L. Fences: the provisions of Section 18.42.070 shall apply;

M. Refuse areas: the provisions of Section 18.42.130 shall apply;

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- N. Swimming pool areas: the provisions of Section 18.42.090 shall apply;
- O. Projections permitted in required yards: the provisions of Section 18.42.100 shall apply;
- P. Protection of intersection visibility: the provisions of Section 18.42.110 shall apply;
- Q. Storage space: a minimum of one hundred-twenty cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. Such space may be located in areas which include, but are not limited to, the garage, in an outside closet, or below stairways.____

——R. All new structures and additions to existing structures shall demonstrate conformance with residential design guidelines set forth in Chapter 18.42.

SECTION 5. Sections 18.19.010B and 18.19.030 B of the Gardena Municipal Code related to residential housing in the MU zone is hereby amended to read as follows:

18.19.010 Mixed use overlay zone (MUO).

B. To provide a meaningful blend of residential and non-residential uses that enhances and builds upon the city's commercial base; the mixed use overlay zone is not intended to simply act as a loophole in the zoning code for residential development;

18.19.030 Uses permitted.

B. Property may be developed solely for residential uses or solely for uses permitted or conditionally permitted in accordance with the provisions of the underlying zoning district.

1. If developed in accordance with the provisions of the underlying zoning district, site plan review shall not be required for such development unless required by another provision of this title.

2. If developed solely for residential purposes, development shall be in accordance with the provisions of this Chapter for residential development and site plan review shall be required.

SECTION 6. Section 18.19.050 of the Gardena Municipal Code is hereby amended to read as follows:

18.19.050 Uses prohibited.

All uses not listed in Sections 18.19.030 and 18.19.040 are prohibited, unless determined to be similar pursuant to the provisions of Section 18.42.040.

SECTION 7. Subsections 18.19.060.B.1, C.3, D, E, F, I, J.1, and L of the Gardena Municipal Code relating to development standards in the MUO zone are hereby amended to read as follows, all other provisions of section 18.19.060 remain the same:

B. Minimum project area³:

~~1. One half acre minimum, with the following exceptions:~~

1. One acre minimum, with the following exceptions:

a. Parcels that cannot be consolidated to satisfy the minimum project area because they are bordered on all sides by property that is not zoned with the mixed use overlay zone;

b. Parcels that cannot be consolidated because they are bordered on three or more sides by roadways;

c. Parcels that cannot be consolidated because adjacent property is not zoned with the mixed use overlay; or

d. Other circumstances prevent the consolidation of parcels to meet this requirement.

* * *

C. Density and intensity:

3. Residential by itself or as part of a mixed use project: the maximum residential density shall be as follows, calculated over the portion of the project area devoted to such use, including when such use is part of a vertical development:

a. Twenty-five units per acre maximum for sites less than one-half acres;

b. -Twenty-five units per acre maximum for sites at least one-half acre but less than one acre; and

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c. Thirty units per acre maximum for all sites over of one-half acre or greater.

* * *

D. — ~~[Deleted]~~ Dwelling unit size:

The original recommendation was to delete dwelling size altogether – now it is just reduced and eliminated for affordable.

1. A minimum of one thousand square feet for three or more bedroom units;

2. A minimum of eight hundred square feet for two bedroom units;

3. A minimum of six hundred square feet for one bedroom units,

4. A minimum of four hundred square feet for bachelor/efficiency units;

5. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

* * *

E. Maximum Building Height. The following height standards apply to individual buildings within a project area⁵:

1. Forty feet, with an additional five feet for architectural projections if⁶:

a. Adjacent to single-family (R-1) or low-density multiple-family residential (R-2) zone; or

b. Adjacent to a collector or major collector street.

2. Fifty-five feet, with an additional five feet for architectural projections if:

- a. Adjacent to any use other than single-family (R-1) or low-density multiple-family (R-2) residential zones; or
- b. Adjacent to an arterial street.

* * *

F. Yards: for mixed use projects, setbacks are calculated from the project boundaries and not from individual units or buildings within the development.

1. Front yard setback:

- a. Five feet from the public right of way for vertical residential developments that do not have front doors facing the street;
- b. Twenty feet from the public right of way for residential developments that have front doors which face on to the street; and
- c. A minimum of twelve feet from face of curb and a maximum of twenty feet from face of curb for all other developments;

2. Side yard setback:

- a. A minimum of ten feet when the building is thirty-five feet in height or less, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;
- b. A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;
- c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet;

3. Rear yard setback:

- a. A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

b. A minimum of ten feet when the building is thirty-five feet in height or less, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet.

H. Distances between buildings on the same site: Notwithstanding any other provision of this Code to the contrary, the following shall be governed by the Building and Fire Codes apply:

	Height – 40' or less	Height – Greater than 40'
Adjacent to Industrial	<u>20'</u>	<u>30'</u>
Adjacent to Commercial	<u>10'</u>	<u>15'</u>
Side to side – detached home*	<u>6' - if openings are offset from adjacent openings; otherwise 10'</u>	<u>10' – if openings are offset from adjacent openings; otherwise 15'</u>
Side to side – attached condominium buildings*	<u>10'</u>	<u>15'</u>
Front to front with interior court*	<u>10'</u>	<u>15'</u>
Front to front with driveway between structures*	<u>30'</u>	<u>30'</u>
Main to accessory building	<u>6'</u>	<u>6'</u>

* * *

I. Usable open space:

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1. Residential uses: a minimum of 150 square feet of outdoor usable common or private open space shall be provided per dwelling unit in accordance with the minimum size requirements of Section 18.42.065.

2. Live/work uses: a minimum of one hundred square feet of either outdoor usable common or private open space shall be provided for each live/work unit in accordance with the requirements of Section 18.42.065.

3. The usable common open space requirements of residential mixed use and live/work units can be combined into one or more large spaces to satisfy the open space requirements, so long as the space is located along or directly accessed and visible from perimeter or interior streets.

* * *

J. Off-street parking: the provisions of Chapter 18.40 shall apply, with the following exceptions:

1. Residential and Live/Work parking: Parking requirements for residential or live/work units may be satisfied by tandem parking. Guest spaces may not be tandem. Tandem garage parking shall be no smaller than 10.5 feet wide by 38 feet long, as measured from the interior walls;

* * *

L. Storage space: a minimum of one hundred-twenty cubic feet of storage space shall be provided for each dwelling unit with a minimum of two feet in any direction. For dwelling units without a private parking garage, general storage cabinets/closets are encouraged to be located within the parking area, in close proximity to the respective units, or below interior stairways.

SECTION 8. Section 18.20.050B is hereby amended to read as follows:

B. Residential Units.

1. Multiple-family residential uses built as a mixed use shall be restricted to the upper stories in a vertical development or the rear of the property in a horizontal development.

2. ~~—[Deleted.]—~~ The minimum size of residential units shall be as follows:

~~May 26, 2020~~

The original recommendation was to delete dwelling size altogether— now it is just reduced and eliminated for affordable.

- a. Studio/efficiency/bachelor: four hundred square feet;
- b. One bedroom: six hundred square feet;
- c. Two bedrooms: eight hundred square feet;
- d. Three or more bedrooms: one thousand square feet;

e. No minimum dwelling unit size shall be required for an affordable housing unit where the applicant enters into an affordable housing agreement with the City to be recorded against the property to ensure continued affordability of all moderate, low, and very low income rental units for at least fifty-five years or where the applicant enters into an equity sharing agreement for all for-sale affordable housing units upon the same terms and conditions as in Section 18.43.040D of this Code.

3. Open Space Requirements. Each residential unit shall have a minimum of one hundred fifty square feet of usable common and private open space in accordance with the requirements of Section 18.42.065.

4. The maximum residential density shall be thirty-four units per acre.

5. If multifamily residential is the only use on the property:

a. The minimum density shall be twenty-four units per acre;

b. No more than fifty percent of the front yard setback, including driveways, shall be paved or otherwise covered with hardscaped materials. The remaining area shall be permanently landscaped with softscape materials and provided with a permanent irrigation system subject to city approval.

SECTION 9. Section 18.39.015B of the Gardena Municipal Code is hereby deleted.

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SECTION 10. Section 18.39.030B of the Gardena Municipal Code is hereby deleted.

B. [Deleted.]

SECTION 11. Section 18.39.040 of the Gardena Municipal Code is hereby amended to read as follows:

A. In addition to state requirements as specified in the California Government Code Section 65450 et seq., the contents listed below shall be included in all specific plans, unless the community development director determines that the item is clearly not applicable or relevant to the specific plan application under consideration.

B. Specific plan contents shall include the following, but need not be in the order listed:

1. Title, table of contents, acknowledgements;
2. Summary statement;
3. Introduction:
 - a. Initiator of plan,
 - b. Purpose and intent,
 - c. Site location, brief description and maps,
 - d. Project history/background,
 - e. [Deleted]
 - f. Environmental assessment,
 - g. Related applications and documents;
4. Detailed description of site:
 - a. Topography,
 - b. Geology/soils,
 - c. Hydrology,

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- d. Biological resources,
 - e. Land use,
 - f. General plan and zoning designations,
 - g. Circulation,
 - h. Cultural resources,
 - i. Public services,
 - j. Utilities,
 - k. Site summary,
 - l. Appropriate maps and diagrams;
5. Specific plan concepts:
- a. Project goals and objectives,
 - b. ,
 - c. Conceptual site plan/land use plan,
 - d. Transportation/circulation plan:
 - i. Private,
 - ii. Public,
 - iii. Internal and affected external,
 - iv. Pedestrian, vehicular and mass transit,
 - e. Grading plan,
 - f. Public facilities/utilities plan:
 - i. Sewage,
 - ii. Water,

- iii. Drainage,
 - iv. Solid waste,
 - v. Energy,
 - vi. Utilities,
 - g. Recreation and open space plan,
 - h. [Deleted],
 - i. Natural and man-made resources protection,
 - j. Phasing program,
 - k. Homeowners association,
 - l. Landscape plan,
 - m. Appropriate maps and diagrams,
 - n. Other appropriate conceptual plans;
 - 6. Development regulations and requirements:
 - a. Development standards,
 - b. Recreation and open space standards,
 - c. Parking,
 - d. Nonconformities,
 - e. Lighting standards,
 - f. Sign program,
 - g. Maintenance standards,
 - h. Standards for accessory structures, additions, walls, fences,
- other changes;
- 7. Design guidelines:

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- a. Architecture,
 - b. Landscape, streetscape,
 - c. Views,
 - d. Performance standards;
8. General plan consistency:
- a. Applicable goals and policies,
 - b. How the specific plan meets the requirements of and implements the general plan;
9. Implementation:
- a. Phasing plan,
 - b. Precise plan review process,
 - c. Infrastructure improvements/coordination,
 - d. Financing measures,
 - e. Monitoring programs,
 - f. Administration of plan,
 - g. Amendment procedures.

SECTION 12. Section 18.40.040 A of the Gardena Municipal Code is hereby amended to read as follows:

Use	Number of Parking Spaces Required
A. Residential:	
Single-family:	Two-car enclosed garage.

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Use	Number of Parking Spaces Required
Low-Density and Medium-Density Multiple-Family Residential	Two spaces per dwelling unit in an enclosed garage or parking structure,
High-Density multiple-family dwellings (anything over 20 units per acre):	Two spaces per dwelling unit, other than a studio unit, one of which must be in an enclosed garage or parking structure and the other which may be in a covered parking area.
Studio unit	One space per dwelling unit
Mobile home parks:	Two spaces per mobile home or trailer on the same space where the mobile home or trailer is located.
Accessory dwelling units:	See Chapter <u>18.13</u> .
Additional standards and requirements:	See Section 18.40.070

SECTION 13. Subsection 18.40.050 A and C of the Gardena Municipal Code relating to parking spaces is hereby amended to read as follows:

A. Parking spaces shall have a minimum dimension of nine feet by eighteen feet; parallel parking spaces shall have a minimum dimension of nine feet by twenty-two feet.

C. Compact parking spaces.

1. Compact parking shall have a minimum dimension of eight feet by seventeen feet. All compact spaces shall be so marked on the pavement and/or wheel stop.

2. Twenty-five percent of all non-residential parking may be compact in size.

3. In the R-4 and MU zones, where there is a minimum of four guest parking spaces, twenty-five percent of such spaces may be compact in size.

4. Except as may specifically be allowed, compact parking spaces shall not be considered as satisfying the parking requirements for residential uses, as set forth in Section 18.40.040(A).

SECTION 14. Section 18.40.050F relating to the tables and charts for parking spaces is hereby amended by changing the minimum parking layout dimension for the stall length for a parallel space to 22 feet from 25 feet.

SECTION 15. Section 18.40.070 relating to additional standards for residential parking areas is hereby amended by revising subsection D to read as follows and adding a new subsection G; all other sections remain the same:

D. — Garage spaces.

1. Unless subject to D.2 below, tandem parking is allowed, a two-car garage shall be fully enclosed and have a minimum interior dimension of twenty feet in width by twenty feet in depth. A garage designed for tandem parking shall have a minimum interior dimension of twelve feet in width by forty-one feet in depth.

2. Garage spaces in the R-4 and MU Overlay zones. Unless tandem parking is allowed, a two-car garage shall be fully enclosed and have a minimum interior dimension of nineteen feet in width by nineteen feet in depth. A garage designed for tandem parking shall have a minimum interior dimension of ten and one-half feet in width by thirty-eight feet in depth. ~~The~~

3. In all garage parking spaces, the designated parking area shall be designed to remain free and clear of all obstructions, including, but not limited to, washer/dryer units, water heaters, trash enclosures, etc.

* * * * *

G. If parking spaces are not provided in an attached garage, then the spaces in the parking structure or parking area shall be assigned to a specific unit.

SECTION 16. Section 18.42.150 is hereby amended to read as follows:

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18.42.150 Security and lighting plan.

Complete security and lighting plans shall accompany all site development plans for multiple-family development of four or more units and commercial and industrial developments to ensure that safety and security issues are addressed in the design of the development.

A. Lighting plans for commercial and industrial developments shall demonstrate an average of 2-foot candle with no single point less than 1-foot candle for all public/common areas.

B. Lighting plans for multiple-family developments shall demonstrate an average of 1-foot candle for all public/common areas.

SECTION 17. ~~Section 18.44.020 of the Gardena Municipal Code is hereby amended to read as follows:~~

~~**18.44.020 Review**~~

~~A. Whenever a site plan review is required, a site plan for the total development of a lot or lots that comprise the development project shall be approved pursuant to the provisions of this chapter prior to the issuance of a building permit.~~

~~B. The planning commission shall hold a noticed, public hearing and approve, conditionally approve, or deny site plans required by sections 18.44.010 A through G or pursuant to any other provision of the Gardena Municipal Code, except as specified herein.~~

~~1. Notice of hearings shall be given in accordance with government Code Section 65091.~~

~~C. The community development director shall review and approve, conditionally approve, or deny all other site plans. Additionally, the community development director shall approve site plans required by sections 18.44.010 B through G when the site plan relates only to minor changes to the existing buildings and does not involve an expansion of more than ten percent of existing square footage. In such cases, no notice or public hearing shall be required. In such cases the community development director shall make all decisions required by CEQA or other environmental laws. In his discretion, the community development director may refer a site plan review application to the planning commission when he believes that the application would be of concern to the surrounding community.~~

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~~_____D. If a site plan is required by any other provision of this title, no notice or public hearing is required and the matter shall be reviewed by the community development director unless such provision requires otherwise.~~

SECTION 18. Section 18.44.030 of the Gardena Municipal Code is hereby amended to read as follows:

18.44.030 Factors for Approval

A. A site plan shall be approved, or conditionally approved, only after finding that the proposed development and the physical design of the development, is consistent with the intent and general purpose of the general plan and provisions of the municipal code, and will not adversely affect the orderly and harmonious development of the area and the general welfare of the city; otherwise such plans shall be disapproved.

B. In addition to all other applicable zoning and development requirements and policies, the following factors shall also be considered in determining whether the site plan shall be approved:

1. The dimensions, shape and orientation of the parcel;
2. The placement of buildings and structures on the parcel;
3. The height, setbacks, bulk and building materials;
4. The distance between buildings or structures;
5. The location, number and layout of off-street parking and loading spaces;
6. The internal vehicular patterns and pedestrian safety features;
7. The location, amount and nature of landscaping;
8. The placement, height and direction of illumination of light standards;
9. The location, number, size and height of signs;
10. The location, height and materials of walls, fences or hedges;
11. The location and method of screening refuse and storage areas, roof equipment, pipes, vents, utility equipment and all equipment not contained in the main buildings of the development;
12. [Deleted]; and

13. Such other information which the community development director or commission may require to make the necessary findings that the provisions of this code are being complied with.

C. The Community Development Director may make minor modifications to an approved Site Plan in order to resolve conflicts due to site conditions, building, fire, utility and similar requirements.

SECTION 1918. Section 18.44.060 of the Gardena Municipal Code relating to time limits for Site Plan Review is hereby amended to read as follows:

18.44.060 Time limits for development.

A. The subject property under a site plan review shall be developed within a period of time not exceeding twelve months from and after the date of its approval, and, if not so developed and utilized, such approval automatically shall become null and void at the expiration of such twelve-month period.

B. Upon a showing of good cause, the community development director may grant up to two ~~one or more~~ extensions of up to six months each, upon receipt of a written request from the applicant prior to expiration.

C. When such a request for an extension is filed, a fee in an amount established by city council resolution shall be paid for the purpose of defraying the costs incurred by the city in processing such extension of time.

SECTION 2019. Section 18.46.040H of the Gardena Municipal Code related to time limits for conditional use permits is hereby amended to read as follows:

H. Time Limits for Development.

1. The subject property and the use granted under a conditional use permit shall be developed within a period of not to exceed twelve months from and after the date of granting such permit, and, if not so developed and utilized, such conditional use permit automatically shall become null and void at the expiration of such twelve month period.

2. The permittee may apply in writing to the Planning Commission for an extension of time, within which to develop and use such conditional use permit. Such application shall be made prior to the expiration of the utilization period. When such an application for an extension is filed, a filing fee established by city council resolution shall be paid for the purpose of defraying the costs incidental to the processing of such extension. Upon a showing of good cause, the Planning Commission, may grant ~~one or more~~ up to two extensions of up to six months each .

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SECTION 2420. Section 18.48.030H of the Gardena Municipal Code related to time limits for variances is hereby amended to read as follows:

H. Time Limits for Development.

1. The construction or occupancy of land or buildings granted under a variance shall be utilized within a period of not to exceed twelve months from and after the date of granting such permit, and, if not so developed and utilized, such variance automatically shall become null and void at the expiration of such twelve-month period.

2. The permittee may apply in writing to the Planning Commission for an extension of time, within which to develop and use such variance. Such application shall be made prior to the expiration of the utilization period. When such an application for an extension is filed, a filing fee established by city council resolution shall be paid for the purpose of defraying the costs incidental to the processing of such extension. Upon a showing of good cause, the Planning Commission may either grant ~~one or more~~ up to two extensions of up to six months each .

SECTION 2221. Section 18.50.040E of the Gardena Municipal Code related to time limits for administrative adjustments is hereby amended to read as follows:

E. Time Limits for Development. The construction or occupancy of land or buildings granted under the administrative adjustment shall be utilized within a period not to exceed twelve months from and after the date of approval, and if not so developed and utilized, such administrative adjustment shall automatically become null and void at the expiration of such period. The permittee may apply in writing to the community development director for an extension of time, prior to the expiration of the utilization period. Upon a showing of good cause, the community development director may grant ~~one or more~~ up to two extensions of up to six months each.

SECTION 2322. Notwithstanding any other provision of the Gardena Municipal Code to the contrary, all entitlements that were in effect as of March 16, 2020 for site plan reviews, conditional use permits, variances, and administrative adjustments are automatically extended for a six month period from the date of expiration without the need to apply for an extension pursuant to Sections 18.44.060, 18.44.040, 18.48.030, and 18.50.040.

SECTION 2423. CEQA. This Ordinance is categorically exempt from CEQA pursuant to the common sense exemption set forth in Guidelines section 15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. None of the changes to the development standards and definitions set forth above would change the density, intensity, or allowed uses or would have other effects on the environment. The

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changes are primarily a reorganization and clarification of the existing code and practices relating to residential development standards. For these same reasons, the Ordinance also qualifies for an exemption under CEQA Guidelines section 15305 (Class 5) for minor alterations in land use limitations in areas with an average slope of less than 20%. No part of Gardena has a slope in excess of 20%. The changes are not for any specific project and therefore will not impact any environmental resource of hazardous or critical concern, will not create cumulative impacts, or impacts to scenic highways, hazardous waste sites, or historical resources. Because this is an ordinance pertaining to citywide development standards there will not be any significant effects on the environment due to unusual circumstances. As such, staff is directed to file a Notice of Exemption.

SECTION 2524. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 2625. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 2726. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

May 26, 2020

~~CARMEN VASQUEZ~~, LISA E. KRANITZ, Assistant City Attorney

*Attachment C – Planning Commission
Resolution No. 6-20 (without draft
Ordinance)*

RESOLUTION NO. PC 6-20

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE ORDINANCE NO. 1820 MAKING ADDITIONAL CHANGES TO TITLE 18, ZONING, OF THE GARDENA MUNICIPAL CODE RELATING TO RESIDENTIAL DEVELOPMENT AND TIME EXTENSIONS FOR ENTITLEMENTS

WHEREAS, City staff initiated zone text amendments to update Title 18 of the Gardena Municipal Code, related to residential development; and

WHEREAS, on April 21, 2020, the Planning Commission of the City of Gardena held a duly noticed public hearing on the draft Ordinance at which time it considered all evidence, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a Resolution recommending approval of this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on Ordinance No. 1820 on May 12, 2020 at which time it considered all evidence presented, both written and oral; and

WHEREAS, the City Council directed that the Ordinance be brought back before them at a special meeting to further discuss the matter; and

WHEREAS, based on the initial input received from the City Council staff made modifications to Ordinance No. 1820 and on June 18, 2020, the City Council held a duly noticed public hearing at a Special Meeting at which time the revised Ordinance was reviewed in depth with City staff, and other minor changes were proposed; and


WHEREAS, on July 7, 2020, the Planning Commission held a duly noticed public hearing on revised Ordinance No. 1820 and at which time it considered all evidence presented, both written and oral.

NOW, THEREFORE, THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

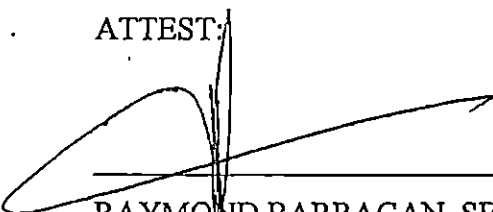
The Planning Commission hereby recommends that the City Council adopt the Ordinance attached hereto as Exhibit A making changes to Title 18 of the Gardena Municipal Code, related to residential development time extensions for entitlements. Additionally, the Planning Commission hereby recommends that the minimum sizes for dwelling units be reduced to the following: 3+ bedrooms – 1,000 SF; 2 bedrooms – 800 SF; 1 bedroom – 600 SF;

bachelor/efficiency – 400 SF; and to eliminate all size requirements for affordable housing. For all of the reasons set forth in the reasoning provided by staff, the Planning Commission believes that these changes represent good land use practices which are required by public necessity, convenience and the general welfare.

PASSED, APPROVED, AND ADOPTED this 7th day of July 2020.


STEVE SHERMAN, VICE-CHAIR
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION

ATTEST:


RAYMOND BARRAGAN, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF GARDENA

I, Raymond Barragan, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 7th day of July 2020, by the following vote:

Langley, Sherman, Henderson, Pierce

AYES:

NOES:

Jackson

ABSENT:

Attachments:

Exhibit A – Draft Ordinance

*Attachment D – Planning Commission
Report dated July 7, 2020 (without draft
Ordinance)*

CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

STAFF REPORT
RESOLUTION NO. PC 6-20
ZC # 2 – 20
AGENDA ITEM #5

MEETING DATE: July 7, 2020

TO: Chair Jackson and Members of the Planning and Environmental Quality Commission

FROM: Raymond Barragan, Director
Community Development Department

APPLICANT: City of Gardena

LOCATION: Citywide

REQUEST: Zoning Amendment to Residential Provisions of the Code

Staff has determined that these changes would not have the possibility of having any significant impact and qualify as minor alterations in land use limitations therefore the ordinance qualifies for a Notice of Exemption.

BACKGROUND

On April 21, 2020 the Planning Commission reviewed draft Ordinance No. 1820 making changes to the City's Zoning Code. The original staff report is attached for the Planning Commission's reference. At the close of the public hearing, the Planning Commission recommended that the City Council adopt the proposed Ordinance with some minor modifications.

On May 12, 2020 the City Council held a duly, noticed public hearing on the proposed Ordinance. After considering all of the evidence, including written and oral comments, the City Council requested a study session which was held on June 18, 2020. Prior to the study session, staff took into consideration comments made by both the Planning Commission and the City Council and made revisions to the draft Ordinance.

State law requires that when the City Council modifies a proposed ordinance and the changes were not considered by the Planning Commission, the matter shall be referred back to the Planning Commission. In an abundance of caution, a public hearing before the Planning Commission has been scheduled.

The Planning Commission need not revisit the entire Ordinance, but may instead focus on the changes from what was originally presented. These changes are as follows:

- Minimum Size of Dwelling Units - Staff had originally recommended that the minimum dwelling unit size be eliminated from all zones except the R-1 zone. The R-1 zone requires that houses be a minimum of 800 square feet without any restriction on the number of bedrooms. In contrast, the other zones of the City require minimum square footages of units as follows:
 - Bachelor/Efficiency – 400 SF
 - One bedroom - 750 SF
 - Two bedrooms - 900 SF
 - Three + bedrooms - 1,200 SF

The reason for the recommended change originally came at the suggestion of a developer who indicated that the minimum size requirements of the units made it difficult to provide affordable housing. Other reasons to eliminate or reduce the minimum size requirements is to allow the developer to have flexibility to. Additionally, staff felt that developers should have the flexibility of building the type of unit that the market will support and that provision should be made for smaller units for people who may want to downsize, but stay in the area.

At the special Council meeting, there was concern expressed with the complete elimination of the minimum size requirements and staff was asked to bring back additional information as to what other similarly situation cities did. At least some members of the City Council, including the Mayor, indicated that they would be supportive of reducing, but not eliminating the size requirements. In researching the matter staff has found that cities either have mostly comparable size regulations or no regulations at all.

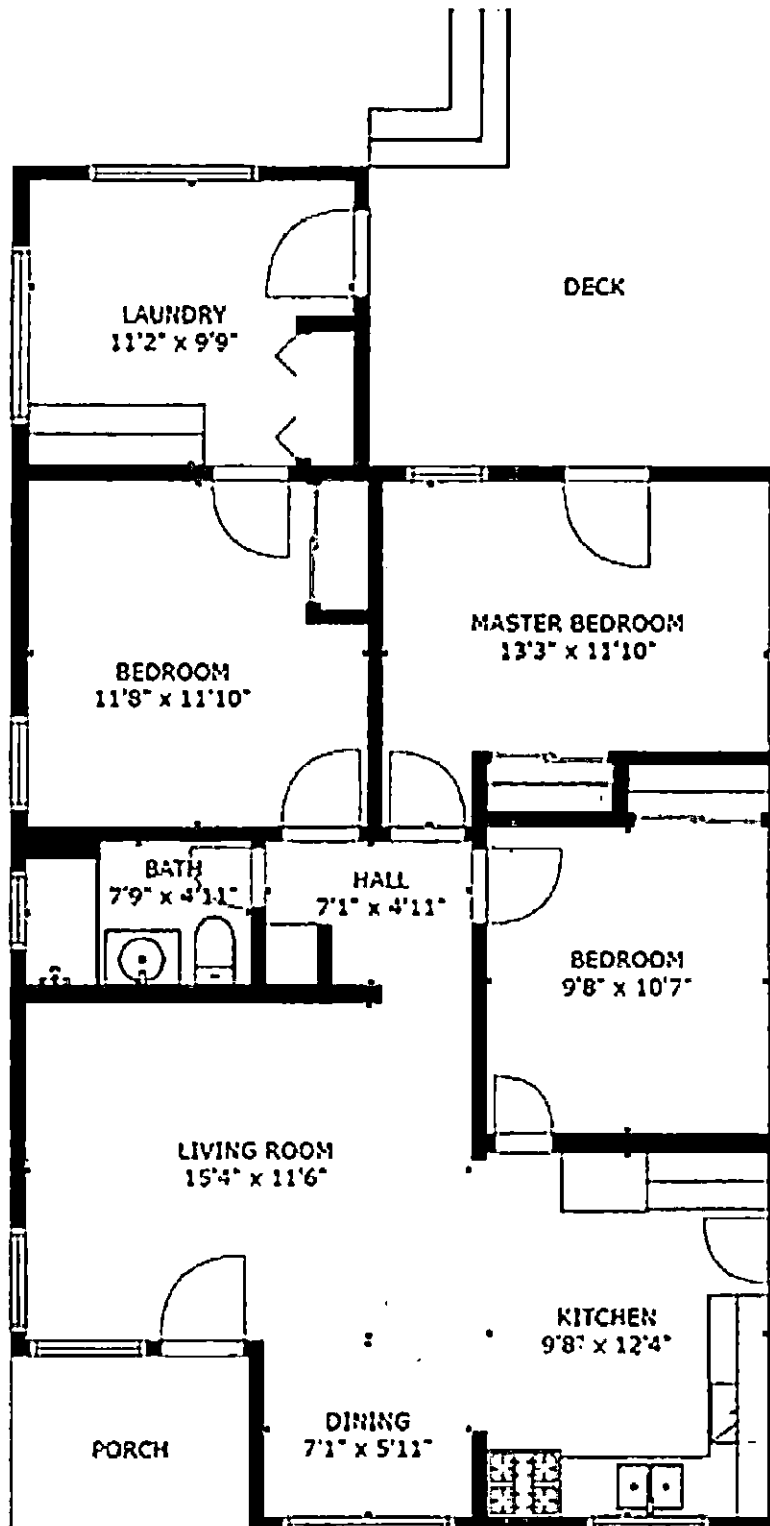
Cities without any set requirements include:

- Manhattan Beach
- El Segundo
- Torrance
- Carson
- Lomita
- Santa Monica

The minimum square footage requirements for other cities in LA/Orange County are shown in the chart on the following page.

	Gardena (Single Family)	Gardena (Multi- family)	Whittier	PVE	Hawthorne (Single/ Duplex)	Hawthorne (Apt/Multi- unit)	Downey	Los Alamitos (R-1)	Los Alamitos (R-2)	Los Alamitos (R-3)	Cerritos	Redondo Beach (Single Family)	Redondo Beach (Multi- Family)
Senior		N/A											
Studio		400	450		600	500				450	600		500
1 bdrm	800	750	600	750	900	850	700	No min.	800	650	750	800	500
2 bdrm	800	900	750	900	1,250	1,200	850	No min.	800	800	900	800	500
3 bdrm	800	1,200 for anything 3+	1,000	1,050 (+ 100 SF for each additional room)	1,650	1,500	1,100	No min.	800	800	1,200	800	500
4 bdrm	800		1,250		1,900	1,750	1,300	No min.	800	800	1,400	800	500
5 bdrm			1,500				1,500						

In addition to looking at the minimum size requirements in other cities, staff also looked at the homes that are for sale on Zillow. It is noted that the homes include a 1 bedroom, 700 square foot home, several 2-bedroom homes that are less than 850 square feet, a 3-bedroom home that is 823 square feet, and one that is 1,135 square feet. While almost all of these homes meet the minimum requirements of 800 square feet for a single-family zone, none of them would meet the requirements for a home in any other zone. The floor plan on the following page shows a 3-bedroom home in Redondo Beach that is 1,008 square feet.



• FLOOR 1

After reviewing the other cities, staff suggests that the minimum size requirements be reduced as follows:

- Bachelor/Efficiency – 400 SF

- One bedroom - 600 SF
- Two bedrooms - 800 SF
- Three + bedrooms - 1000 SF

Additionally, staff is recommending that the size requirements be eliminated in for homes that are affordable for moderate or lower income individuals when an appropriate restriction is place upon the home guaranteeing the affordability for a period of 30 years.

- R-4 Setback – Staff had originally proposed a minimum front-yard setback of ten feet; the City Council requested that this be increased to 15 feet.
- Density – Staff had originally recommended increasing the density in both the R-4 and MU Overlay zones by changing the maximum density of lots from ½ to 1 acre to match the density for more than one acre. Staff is recommending that no change be made at this time as density throughout the City will be examined as part of the Housing Element update.
- Distance between buildings – Staff had originally recommended that the distance between buildings on the R-4 and MUO zone be governed by the Building and Fire Codes. Upon further reflection, staff amended the regulations as follows:

H. Distances between buildings on the same site (R-4 Zone):

	Height – 40' or less	Height – Greater than 40'
Side to side – detached home*	6' - if openings are offset from adjacent openings; otherwise 10'	10' – if openings are offset from adjacent openings; otherwise 15'
Side to side – attached condominium buildings*	10'	15'
Front to front with interior court*	10'	15'
Front to front with driveway between structures*	30'	30'
Main to accessory building	6'	6'

H. Distances between buildings on the same site (MUO zone):

	Height – 40' or less	Height – Greater than 40'
Adjacent to Industrial	20'	30'
Adjacent to Commercial	10'	15'
Side to side – detached home*	6' – if openings are offset from adjacent openings; otherwise 10'	10' – if openings are offset from adjacent openings; otherwise 15'
Side to side – attached condominium buildings*	10'	15'
Front to front with interior court*	10'	15'
Front to front with driveway between structures*	30'	30'
Main to accessory building	6'	6'

- Parking – The Planning Commission's concerns about parking were brought forward to the City Council. At the Special meeting, staff presented a revised ordinance that would only change the size of parking spaces in the R-4 and MUO zones. After reviewing the information included as Attachment A, the Council was in agreement with reducing the size of garages in this zone from 20' x 20' to 19' x 19' and also reducing the size of tandem parking spaces to 10 ½' x 38'. The Council was also in agreement with reducing the size of parallel parking spaces to 22'.
- Site Plan Review – Staff originally proposed language which would have given the Community Development Director the ability to approve site plans that had minor

changes and did not involve an expansion of more than 10% of existing square footage. After the City Council raised concern about these changes, staff revised the language to provide as follows:

C. The Community Development Director may make minor modifications to an approved Site Plan in order to resolve conflicts due to site conditions, building, fire, utility and similar requirements.

- Time Limits for Development – Staff had originally proposed that an applicant could apply for unlimited extensions of administrative approvals. The revised Ordinance provides that an applicant may only apply for a total of (2) 6 - month extensions.

NOTICE

As a zoning ordinance, a public hearing is required. Because the Ordinance created city-wide changes, notice was given by way of a 1/8 page advertisement on June 25, 2020.

RECOMMENDATION

Staff recommends the Planning Commission adopt Resolution No. PC 6-20 which recommends that the City Council: adopt the zoning ordinance as presented or with any changes that the Planning Commission feels should be made after discussing the matter; and direct staff to file a Notice of Exemption .

ATTACHMENTS

Resolution No. PC 6-20

- Exhibit A – Zoning Ordinance

Public Comments

*Attachment E – Power Point Presentation
from June 18, 2020 City Council special
meeting*

JUNE 18, 2020
SPECIAL CITY COUNCIL MEETING

ZONE CODE AMENDMENT #2-20

**Citywide Zoning Code Amendment to Amend
Residential Provisions and Other Sections of the Code**



Zoning Code Amendment – Why Now?

- Although the City has made recent changes to development standards, developers are still facing impediments in meeting the minimum development requirements of the R-4 and MUO zones.
- Current projects by Melia (Moneta Nursery), Olson (141st Street) and Urban (Taxi site) ALL need modifications from current zoning standards.
- This is what led to staff's outreach to developers and architects.



Zoning Code Amendment Goals

- Allowing developments to reach density allowed/required by Code
 - R-4 standards should NOT be the same as R-3 standards
 - R-4 standards should match MUO because they have the same densities
- City has to make sites available to meet RHNA numbers – this is a fi
- Reduce barriers to allow a variety of housing types

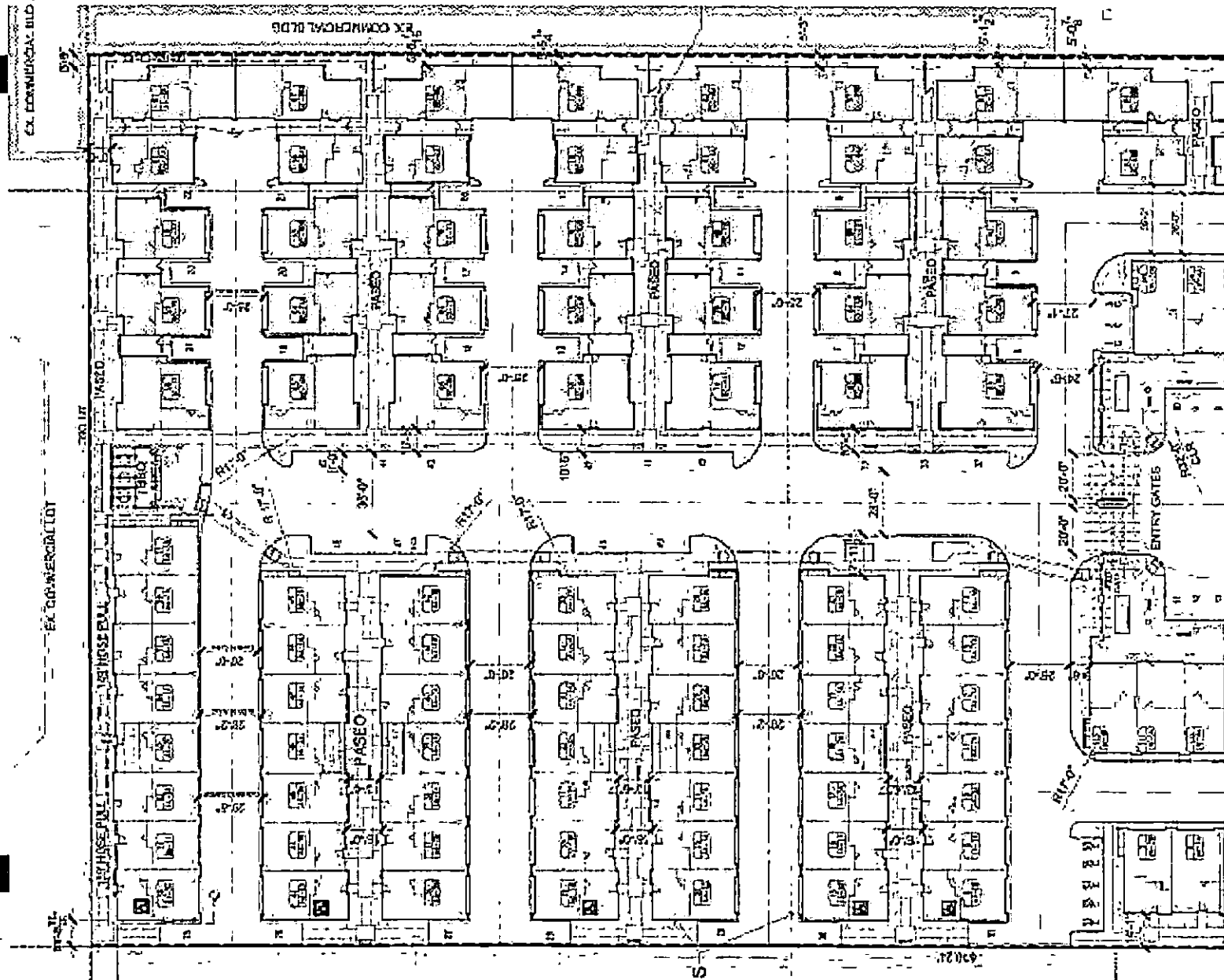
FLEXIBILITY DOES NOT MEAN MORE DENSITY

- Developers can actually get more density on projects if they desire under standards than on proposed projects



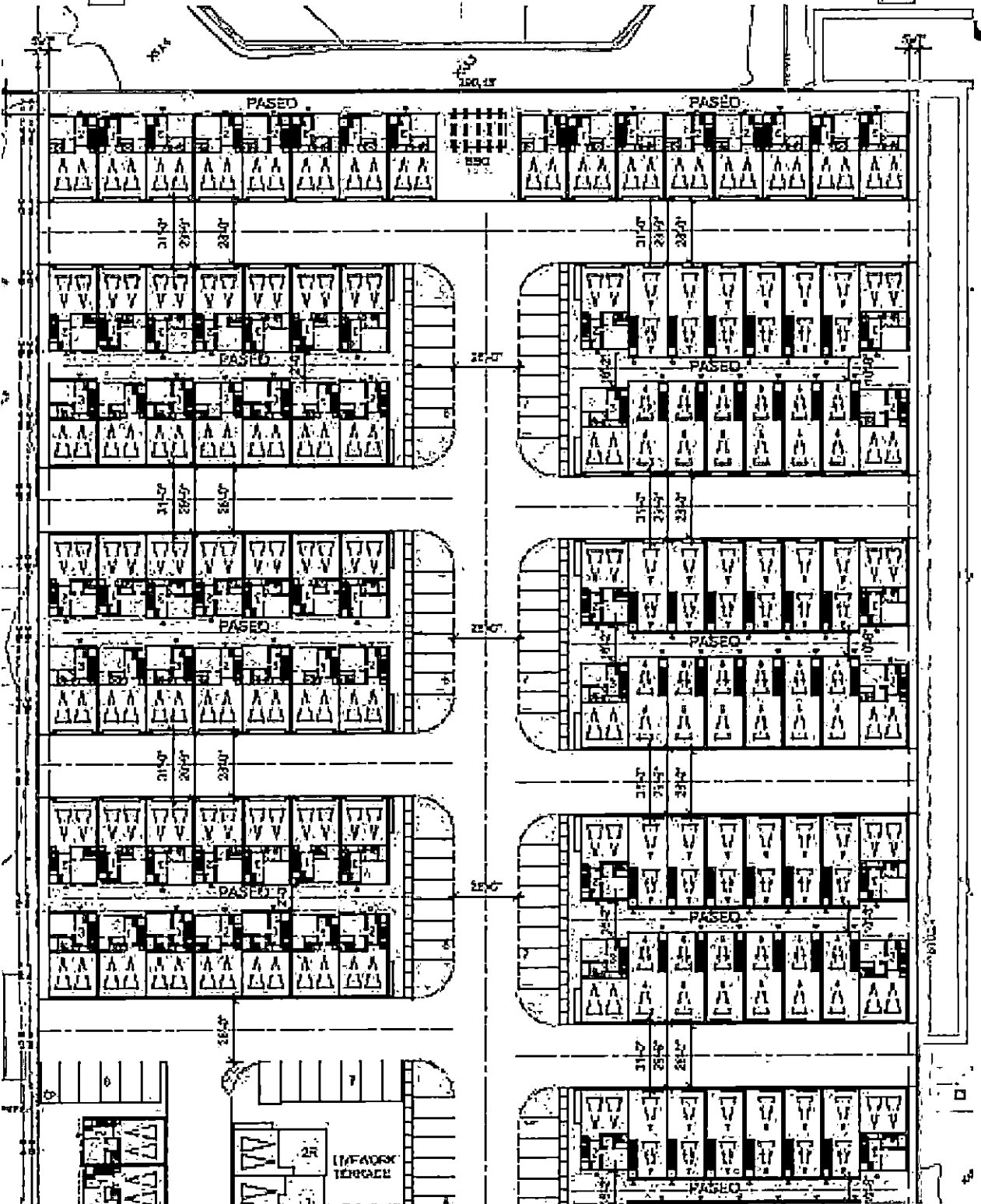
Flexibility

G3 Rosecrans
Place project as
proposed with
modified
development
standards – 113
units



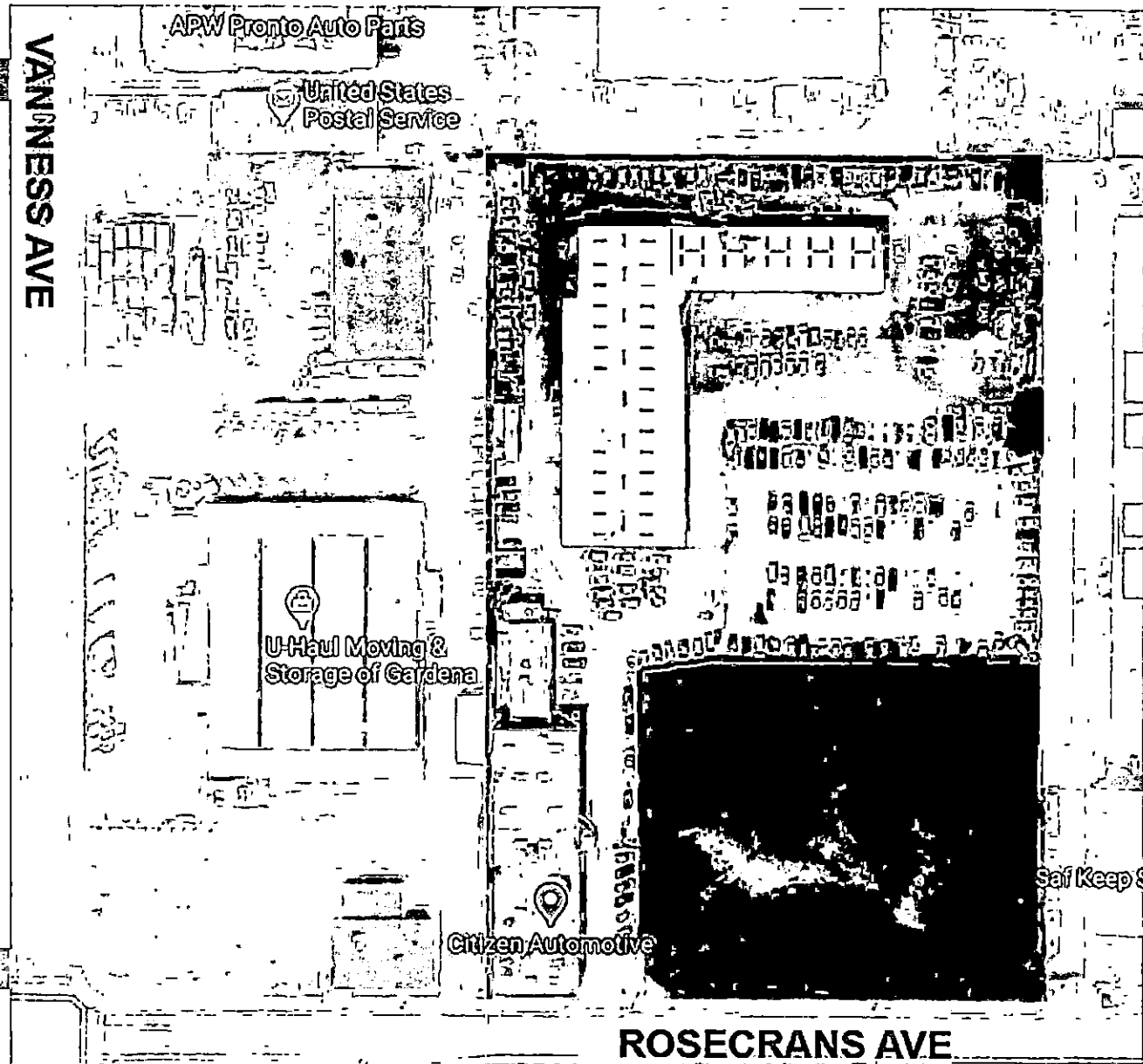
Flexibility

G3 Project that
could be
developed under
existing zoning
by right – 143
units



Rosecrans Place – with modified standard

Rosecrans Place Tour:
<https://bit.ly/rosecransplace>



Rosecrans Place – with modified standard

- <https://bit.ly/rosecransplace>



Distances Between Buildings

- Clarification that in R-3 zone, distance requirements apply only buildings in project site and not buildings on adjacent properties was intent of last amendment, but language was not as clear as have been (§ 18.16.050H [sec. 3])
- In R-4 and MUO zones – distances between buildings on project be reduced in certain circumstances to provide flexibility
 - Staff is now recommending minimum distances in feet rather than as called by Building and Fire Codes as that could result in distances of less than (§ 18.18.020H [sec. 4], §18.19.060F.4 [sec. 7])



Distances Between Buildings on Project S

Revised Standards for R-4 and MUO zones

	Height – 40' or less	Height – Greater than 40'
Adjacent to Commercial (MUO only)	10' (same)	15' (same)
Side to side – detached home*	6' - if openings are offset from adjacent openings; otherwise 10' (currently 10' in MUO and 15' in R-3/R-4)	10' – if openings are offset from adjacent openings; otherwise 15' (currently 20' in MUO and N/A in R-3/R-4)
Side to side – attached condominium buildings*	10' (currently 10' in MUO and 15' in R-3/R-4)	15' (currently 20' in MUO and N/A in R-3/R-4)
Front to front with interior court*	10' (currently 10' in MUO and currently 20' in R-3/R-4)	15' (currently 15' in MUO and 20' in R-3/R-4)
Front to front with driveway between structures*	26' (currently N/A in MUO and 30' in R-3/R-4)	26' (no current standards for any zone)
Main to accessory building	6' (same)	6' (same)



* In R-3/R-4, all distances have to be increased by 2½ feet per story over 2nd story

Distances Between Buildings on project site

Other Cities with 6 foot or less separation

City	Zone	Required Building Separation
City of Los Angeles	RD, RU, R2, SLO	6 feet
Costa Mesa		6 Feet
Covina		Governed by Building Code*
Culver City	All Residential	5 feet
El Monte	R3	6 feet
El Segundo	Multi-Family	Governed by Building Code*
Hawthorne	All Residential	6 feet
Inglewood	R2	6 feet
Lawndale	R4	6 feet
Lomita		6 feet
Torrance		6 feet



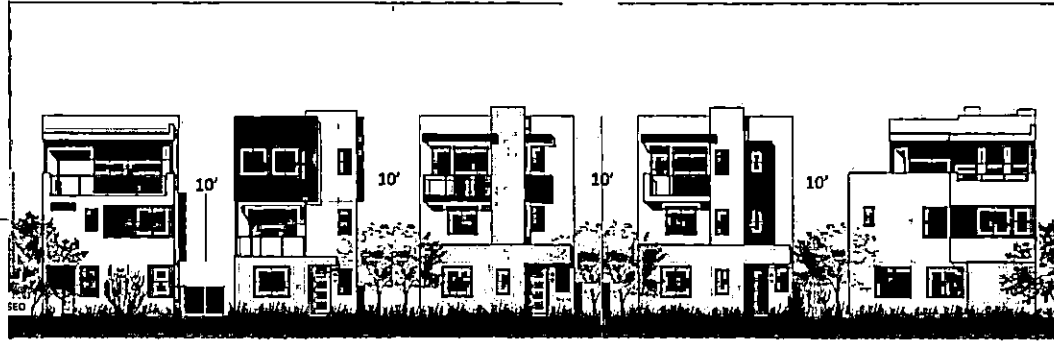
* This is governed by the Building Code and this section is utilized by the Fire Dept to review plans at plan check



Distances Between Buildings

G3 Rosecrans Place

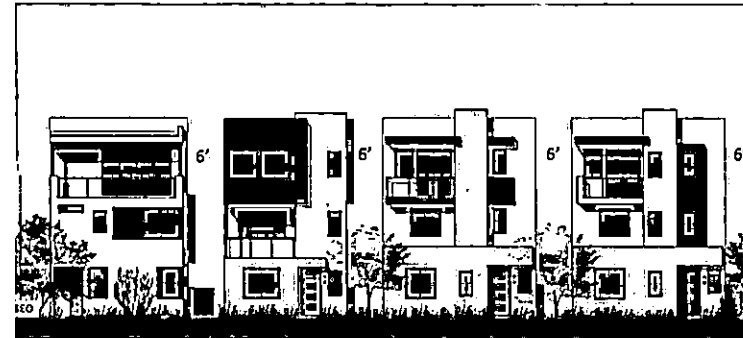
Current Code: 10' between buildings



Proposed Project: 6.5' between buildings – 9' at end



Proposed Amendment: Potentially 6' between building



Distances Between Buildings

Melia Evergreen Condos on Vermont Ave.

Proposed Project: 15' between buildings



Proposed Project: 30.7' courtyard



Proposed Amendment: Potentially 10' between buildings



Proposed Amendment: Potentially 10' courtyard



Parking Changes – Commission Agreement

- R-4 zone allows tandem parking in the garage – clarify this is not allowed spaces

(§ 18.18.020I [sec. 4])

- MUO zone allows 50% of residential and live/work units to be satisfied by tandem parking - instead allow 100% to be satisfied by tandem parking

(§ 18.18.020J [sec. 7])

- High Density Residential (anything over 20 DU/acre) – one parking space enclosed in garage or parking structure; second space can be in a covered area

(§ 18.40.040A [sec. 12])

- Studio unit – parking reduced to one space per DU

(§ 18.40.040A [sec. 12])



Parking Changes – Vehicle sizes based on Consumer Reports categories of new cars

Pickup Truck: Full-Sized

- Ford F150 6 ½' – 7 ¼' x 17 ½' – 20 ¾'
- Dodge Ram 6 ¾' x 19' – 20 ¼'
- Toyota Tundra 6 ½' x 19 ¼' – 20 ½'
- Ford 250 6 ½' x 19' – 22'

SUV: Large

- Expedition Max 6 ¾' x 18 ½'
- Lincoln Navigator 6 ¾' x 17 ½'
- Landcruiser 6 ½' x 16 ¼'
- BMW X5 6 ½' x 16 ¼'

Minivans/Wagons

- Chrysler Pacifica 6 ¾' x 17'
- Honda Odyssey 6 ¾' x 17'
- Subaru Ascent 6 ¼' x 16 ½'

Cars Large

- Tesla X 6 ¾' x 16 ½'
- Chevrolet Impala 6 ¼' x 16 ¾'
- Chrysler 300 6 ¼' x 16 ½'
- Toyota Avalon 6 ¼' x 16 ½'

Cars Midsized

- Honda Accord 6 ¼' x 16'
- Hyundai Sonata 6' x 16'
- Toyota Camry 6' x 16'

Cars Compact

- VW Jetta 6' x 15 ½'
- Honda Civic 6' x 15 ¼'
- Hyundai Elantra 6' x 15 ¼'
- Mazda 3 6' x 15 ¼'



Parking Changes – Additional Thoughts

Set different standards for different zones for garage spaces - No changes to the R-1, R-2, R-3 zones. Smaller spaces in the R-4 and MUO zones:

18.40.070 Additional standards for residential parking areas – Proposed revisions

D. Garage spaces.

1. Unless subject to D.2 below, tandem parking is allowed, a two-car garage shall be fully enclosed and have a minimum interior dimension of twenty feet in width by twenty feet in depth. A garage designed for tandem parking shall have a minimum interior dimension of twelve feet in width by forty-one feet in depth.

2. *Garage spaces in the R-4 and MUO zones. Unless tandem parking is allowed, a two-car garage shall be fully enclosed and have a minimum interior dimension of nineteen feet in width by nineteen feet in depth. A garage designed for tandem parking shall have a minimum interior dimension of ten feet in width by thirty-eight feet in depth.*

3. In all garage spaces, the designated parking area shall be designed to remain free of obstructions, including, but not limited to, washer/dryer units, water heaters, trash enclosures, etc.



Parking Changes

- Staff still recommends changes to parking sizes
- Compact size cars are generally about 15' long – but Gardena has deepest compact space in comparison to other cities, allowing even large cars to make use of compact space
- California DMV Driver Handbook recommends parallel parking space that is 3' longer than vehicle

Type of Space	Existing Dimension/Standard	Pro Dim
Tandem Parking	12' x 40'	10 MU
Parallel Parking	9' x 25'	9' x
Compact Parking	8' x 17'; 25% of all non-residential may be compact	8' par zon con
Garage Space	20' x 20'	19' MU



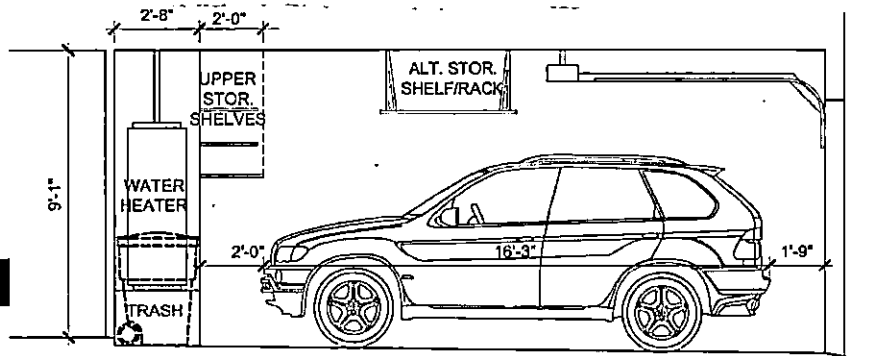
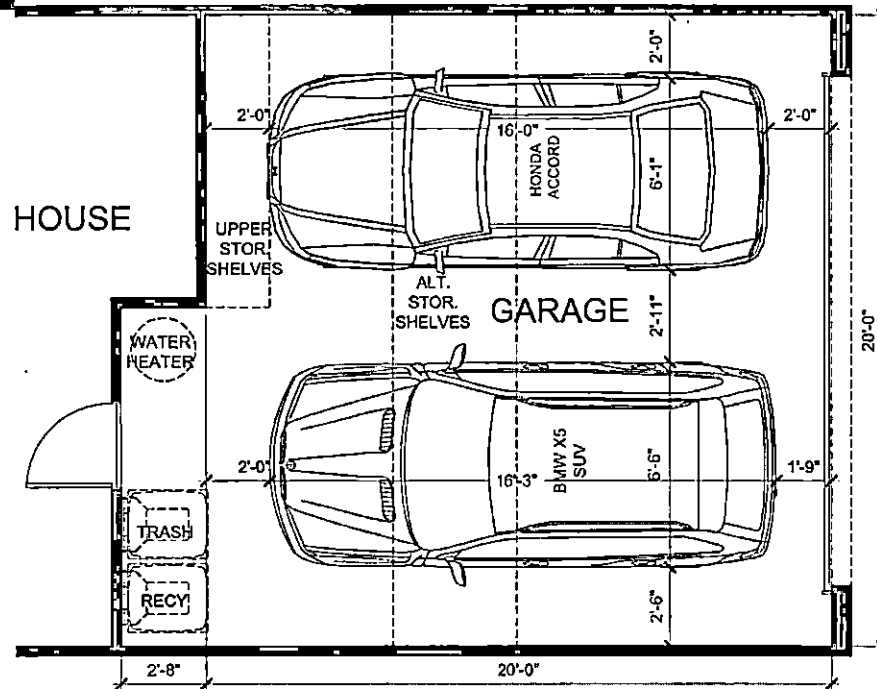
Parking Changes – Comparison to Other Cities

	2-CAR GARAGE	SINGLE SPACE	TANDEM GARAGE	COMPACT SPACE	PARALLEL SPACE
GARDENA EXISTING	20' x 20'	9' x 18'	12' x 40'	8' x 17'	9' x 25'
GARDENA PROPOSED	19' x 19'	9' x 18'	10 ½' x 38'	8' x 17' – but allow 25% for guest parking	9' x 22'
CARSON	20' x 20'	9' x 20'		8' x 15'	24' length
EL SEGUNDO	20' x 20'	9' x 20'		8 ½' x 15'	8 ½' x 24'
HAWTHORNE	18' x 19'	8½' x 18'		8' x 15'	10' x 22'
INGLEWOOD	18' x 18'	8' x 18'	9' x 36'	8' x 16'	23' length
LAGUNA BEACH	17'4"x 18'	8'8"x 18'		8' x 15'	8' x 22'
LAWNDALE	20' x 20'	9' x 20'			9' x 24'
MANHATTAN BEACH	18' x 19'	9' x 19'	9' x 36'	7 ½' x 15'	8' x 22'
REDONDO BEACH	18' x 19'	9' x 19'		8' x 15'	8 ½' x 22'
TORRANCE	18' x 20'		10' x 38'	7 ½' x 15'	22' length



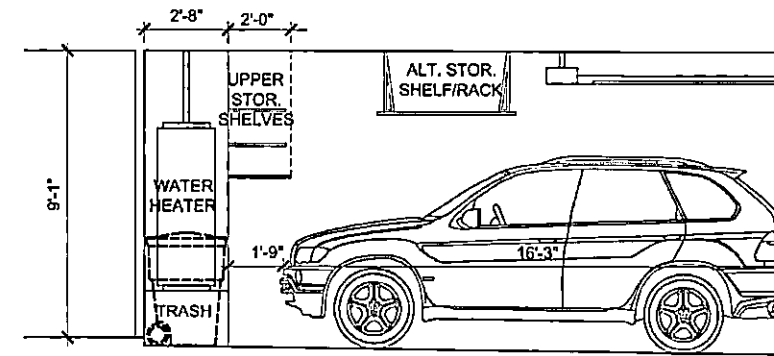
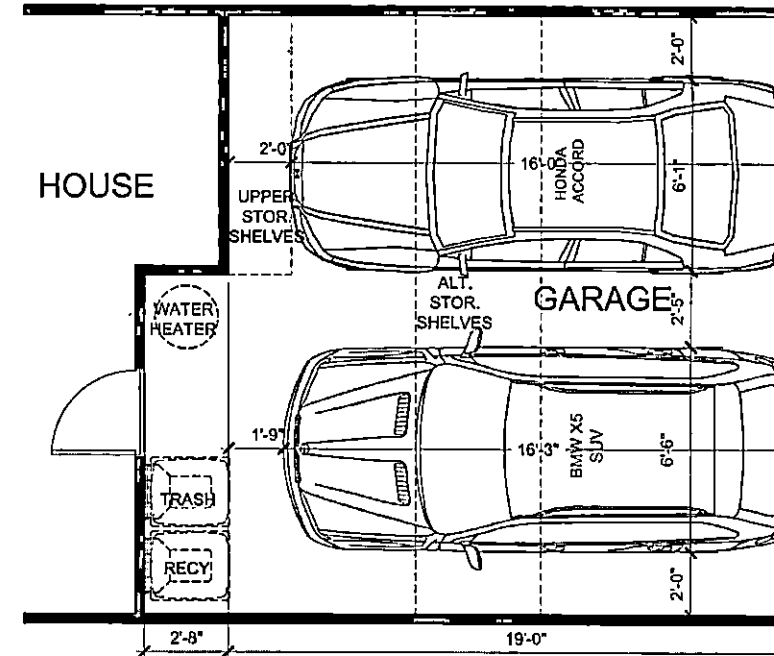
Parking Changes

GARAGE 20' x 20'



GARAGE 20' x 20'

GARAGE 19' x 19'



GARAGE 19' x 19'



[REDACTED]

- 



Open Space Areas

Elimination of allocation of Open Space areas between common space and private space, allowing developer the flexibility of how to allocate space in R-4, MUO, and other zones. This allows for a diversity of products.

(§ 18.18.020J [sec. 4], § 18.19.060I [sec. 7], §18.20.050B [sec. 8])



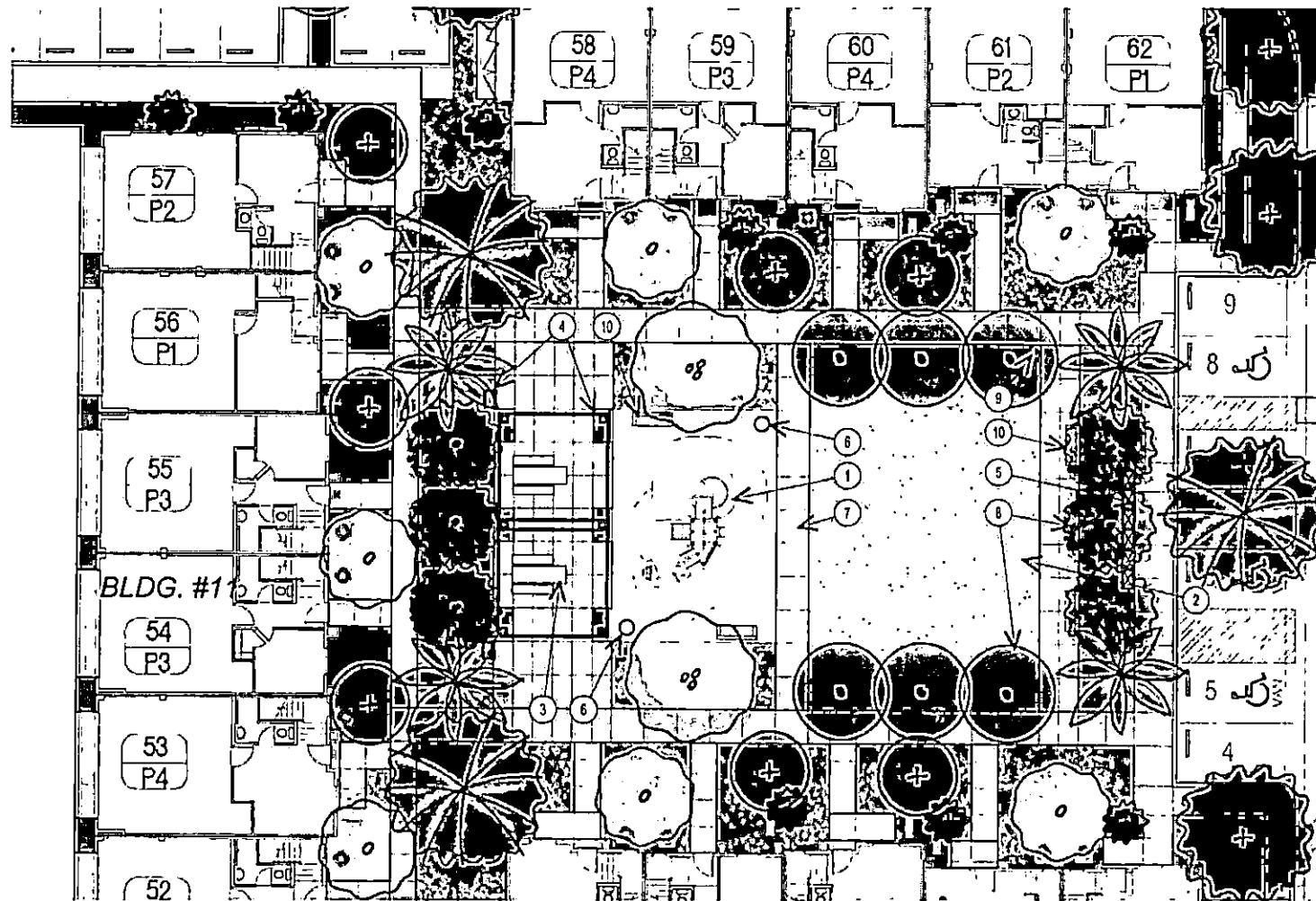
Open Space Areas

Private Space - rooftop decks, balconies, and side patios of various sizes



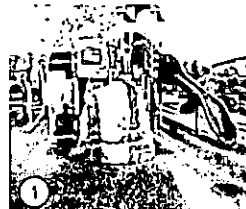
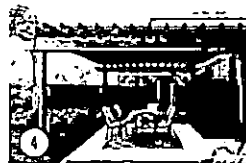
Open Space Areas

Or creation of one large common space (Site Plan from Melia – Evergreen Project on



LEGEND

1. Play Structure on rubber or mulch surface.
2. Lawn area.
3. Accessible Picnic tables.
4. Shade Structure area with freestanding BBQ.
5. Mailboxes, final locations per USPS review.
6. Trash receptacle.
7. 5' wide community natural colored concrete s.
8. Light brown finish and saw-cut joints.
9. Proposed tree, per Planting plan.
10. Dog waste station.
11. Park Bench.



*Conceptual Images (provided herein are all subject to c



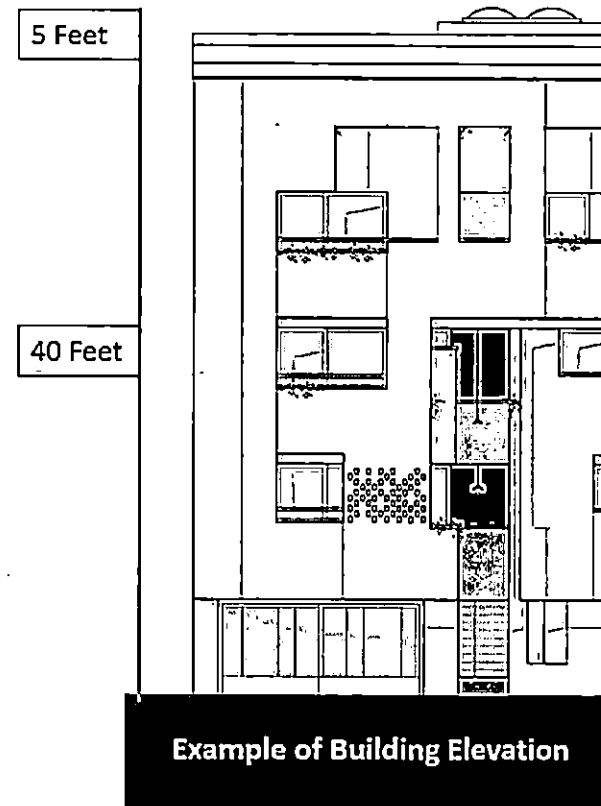
Open Space Areas

- R-3 zone will still be required to have a minimum amount of private space
- Reduction in amount of total open space in R-4 zone from 600 to (§ 18.18.020J [sec. 4])
 - In reality, R-1 could have a backyard of only 500 SF
 - R-3 requires 600 SF – R-4 which has minimum density requirement the same as R-3 – makes it too difficult to attain minimum densities
 - MUO requires 150 SF for residential; 100 SF for live/work unit



Building Height

- Increase building height in R-4 zone from 35 feet to 40 feet and still allow an additional 5 feet for architectural projections (§ 18.18.020F [sec. 4])
- Increase building height in MUO zone from:
 - 35 feet to 40 feet and still allow an additional 5 feet from architectural projections if adjacent to R-1, R-2, a collector, or major collector street
 - Clarification of other height requirements in MUO to regulate by adjacent use instead of adjacent building (§ 18.19.060E [sec. 7])



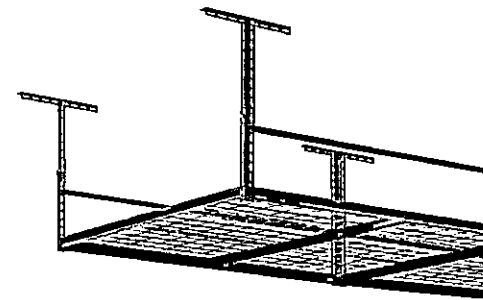
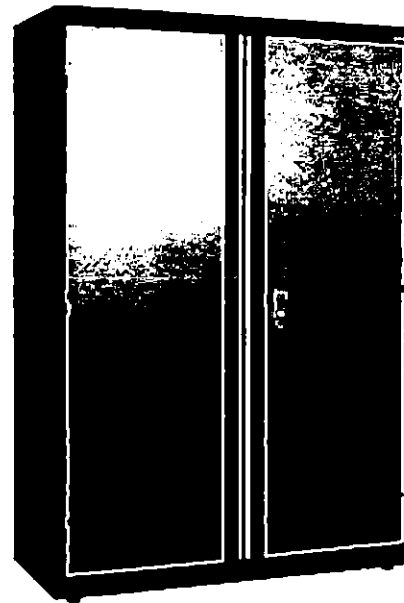
Storage Space

- Reduction in storage space sizes from 200 to 120 cubic feet in R-MUO zones
- Specifies that storage space can include garage, outside closet or stairways
(§ 18.16.050Q [sec. 3], §18.18.020Q [sec. 4], §18.19.060L [sec. 7])
- Gardena Municipal Code currently does not have any minimum dimensions for storage space
- Draft that was provided to Planning Commission amended Code to require a 4 foot minimum dimension
 - Request made by developer to reduce or eliminate the 4 foot requirement
 - Staff concurs that the minimum dimension should be reduced to 2 feet



Storage Space - Continued

- Two foot minimum dimension allows standard storage racks, cabinets and overhead storage



Site Plan Review

- In re-examining the issue of providing the Director with additional authority, staff suggests the following language to deal with problems that arise during plan check:

C. The Community Development Director may make minor modifications approved Site Plan in order to resolve conflicts in design or layout due to site conditions, building, fire, utility and similar requirements.

- Eliminates type of use from Site Plan Review consideration
(§ 18.44.030 [sec. 18])



Density Changes

- ☐ Ordinance recommended increasing density in R-4 and MUC
(§ 18.18.020E [sec. 5], § 18.19.060C [sec. 7])
- ☐ Staff is now recommending that density changes NOT be made this time
 - ☐ Some of the changes require corresponding changes to the Land Use
 - ☐ Staff believes density in the City as a whole will have to be re-examined when a new RHNA allocation is provided

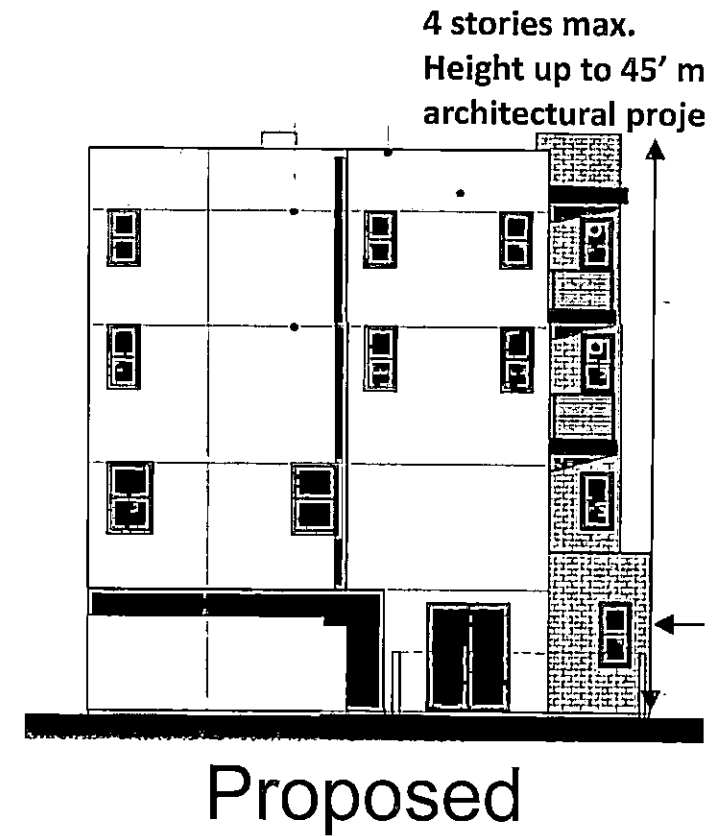
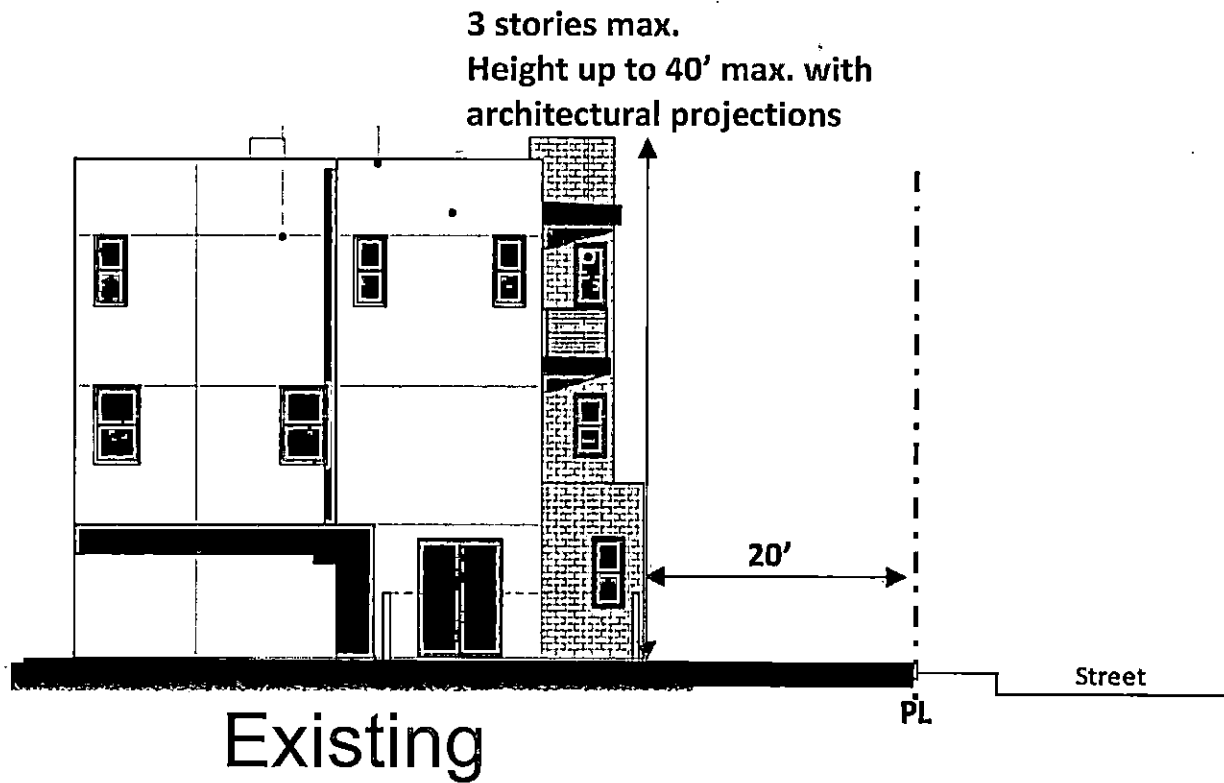


Setbacks

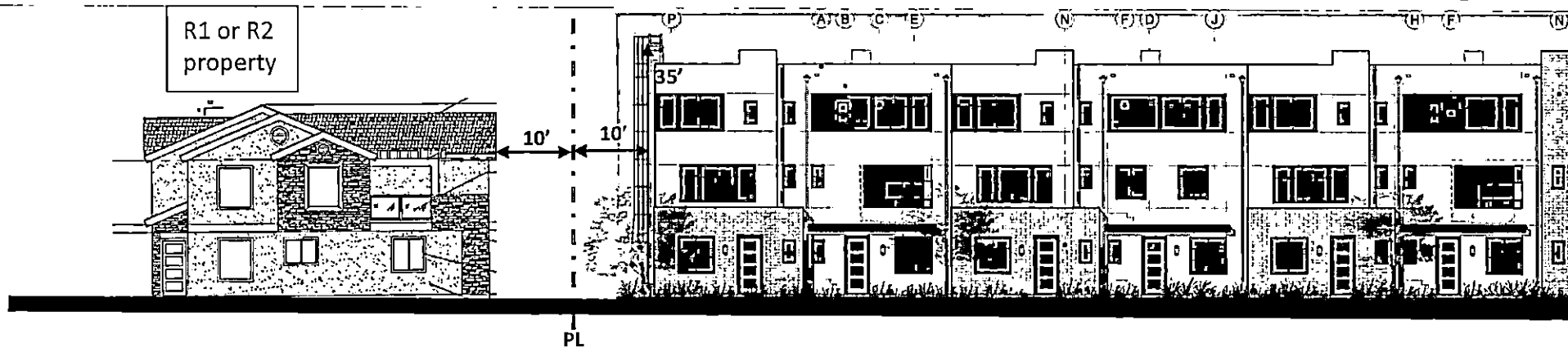
- Establish setbacks for the R-4 zone which are different than the R-3 zone
(§ 18.18.020G [sec. 4])
- This is needed to accommodate the required minimum density in the Zone
- The taller the building, the greater the side and rear yard setback when adjacent to R-1 and R-2
- Less setback required when property is not adjacent to R-1 or R-2
- Setbacks also adjusted for MUO zone
(§ 18.19.060F [sec. 7])



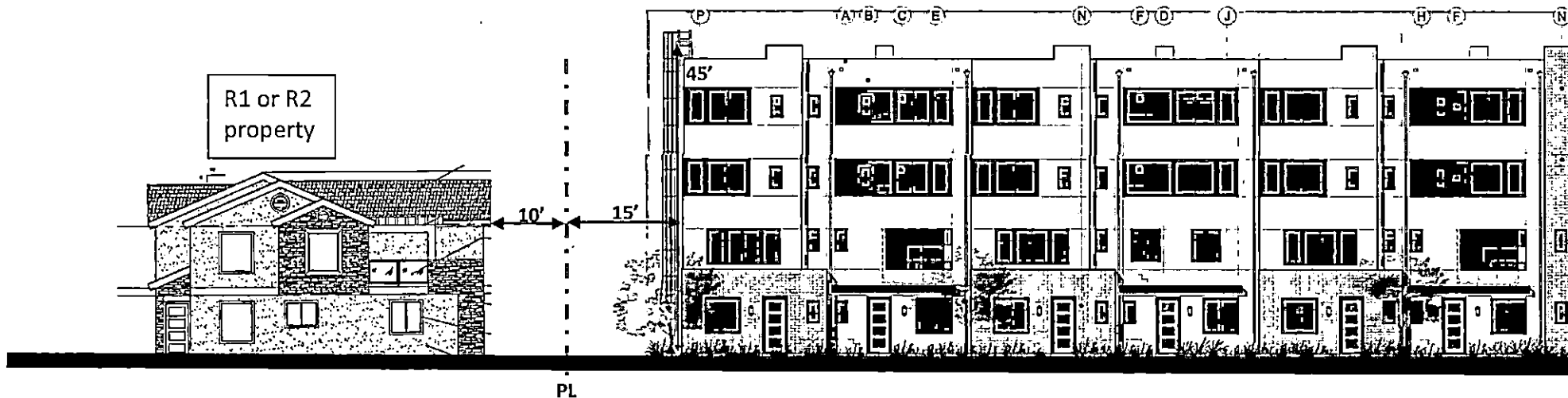
Height and Front Yard Setback in R-4 Zone



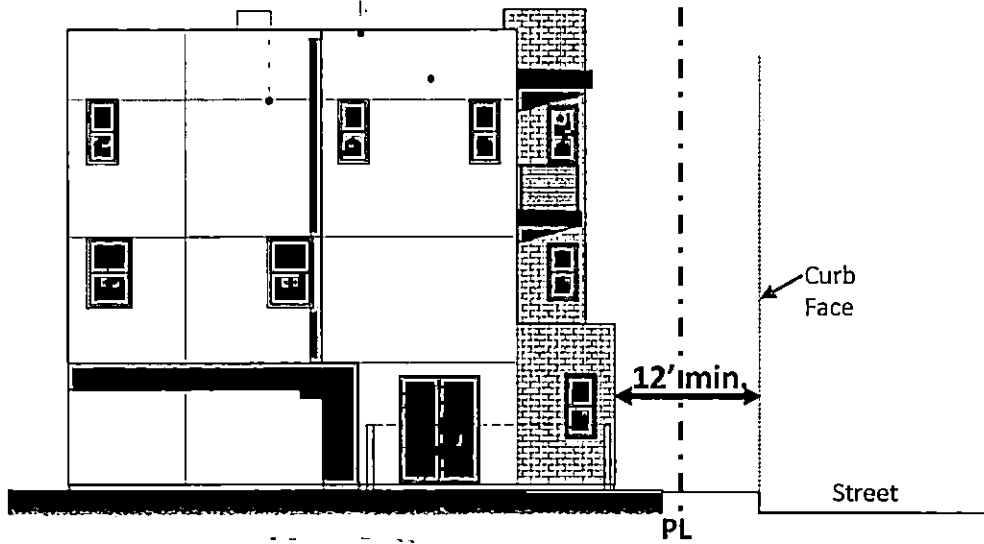
EXISTING and PROPOSED Side and Rear Yard Setback in R-4 Zone (no change at



PROPOSED Side and Rear Yard Setback in R-4 Zone (up to 45' max.

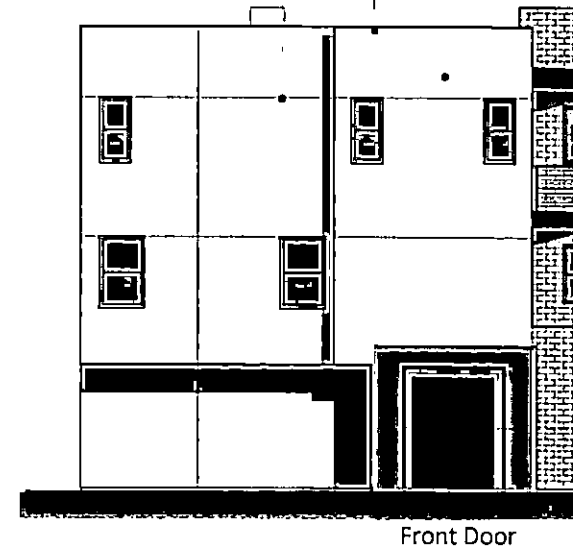


Residential Front Yard Setback in MUO

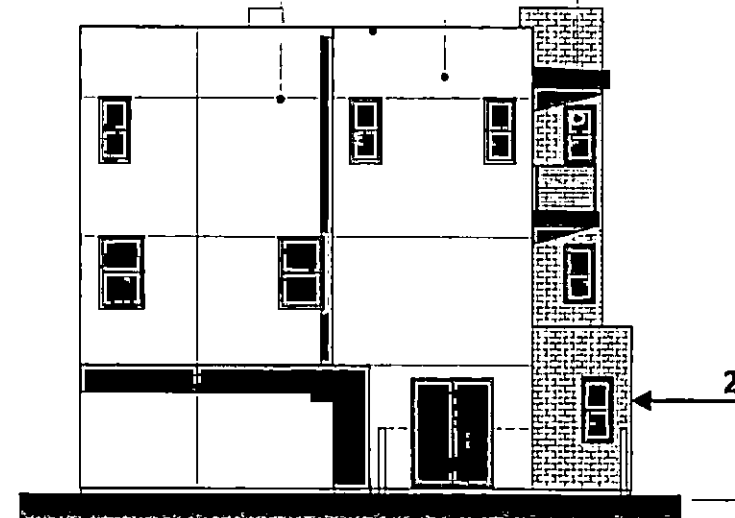
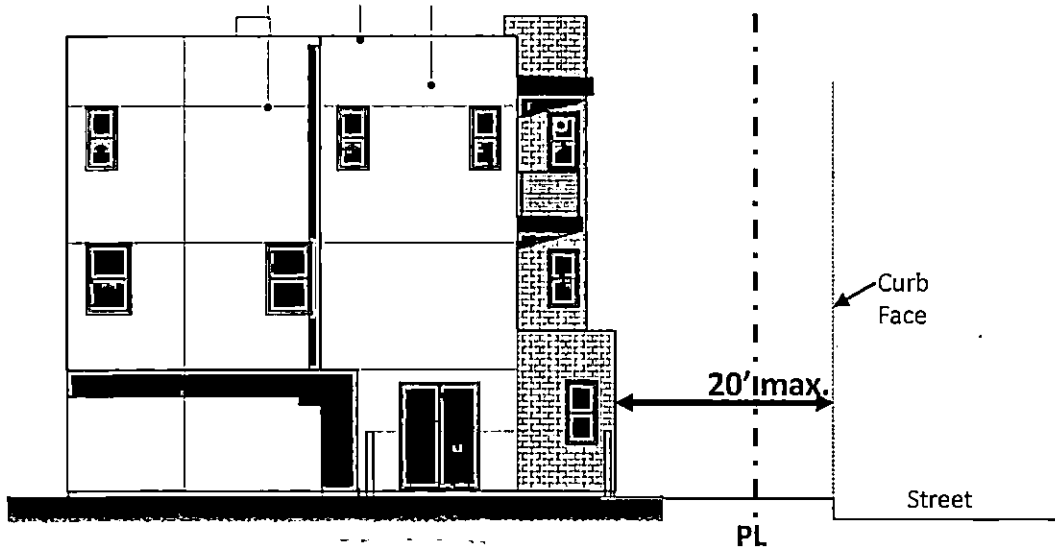


EXISTING

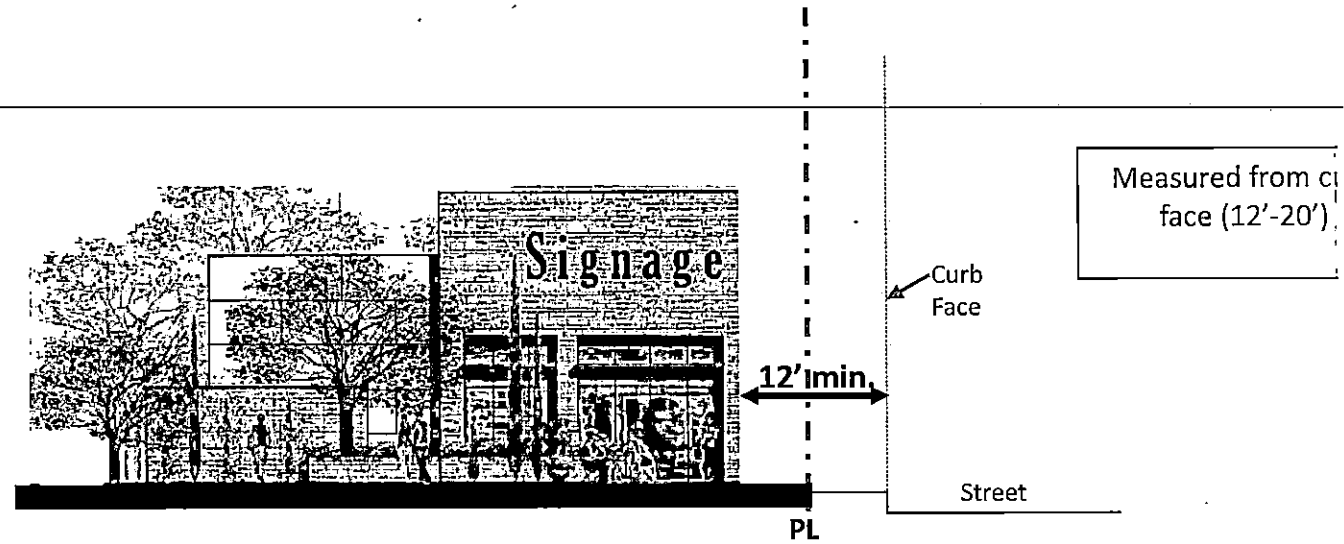
Measured from curb
face (12'-20')



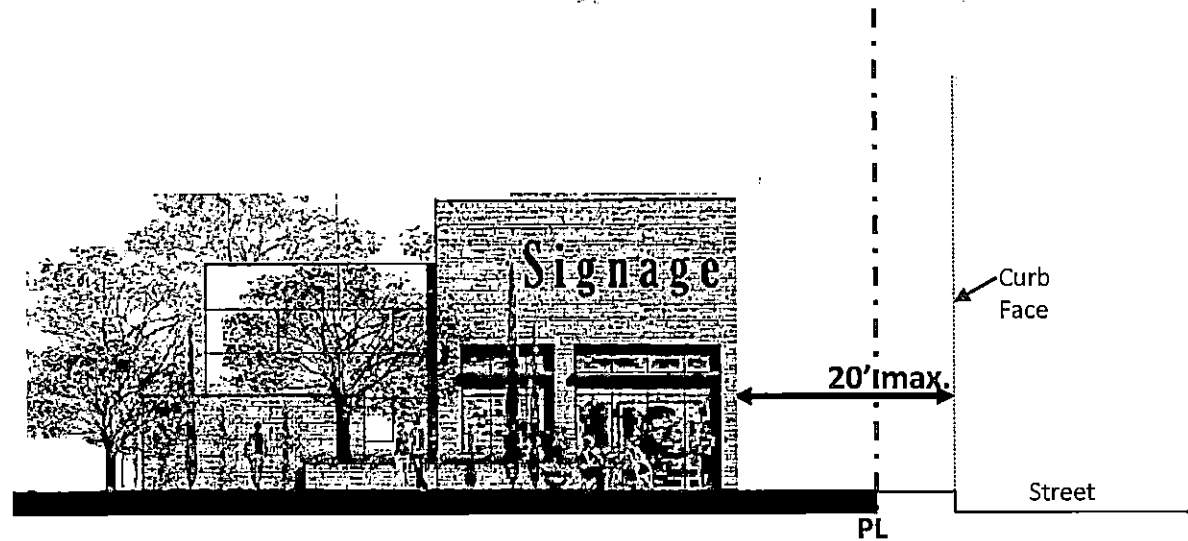
PROPOSED



Commercial Front Yard Setback in MUO

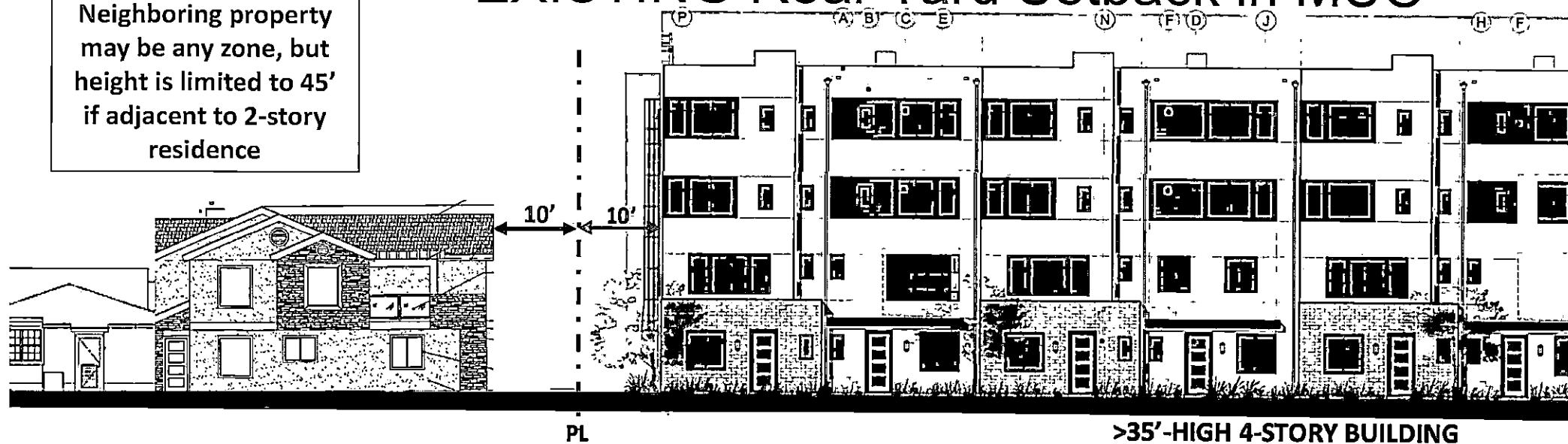


EXISTING and PROPOSED



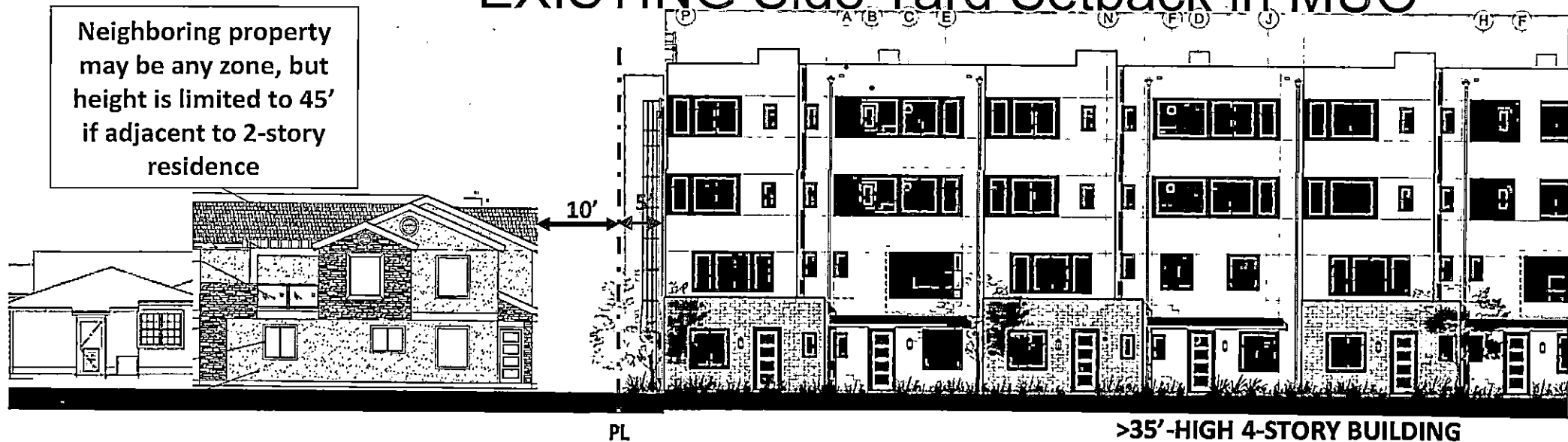
EXISTING Rear Yard Setback in MUO

Neighboring property
may be any zone, but
height is limited to 45'
if adjacent to 2-story
residence



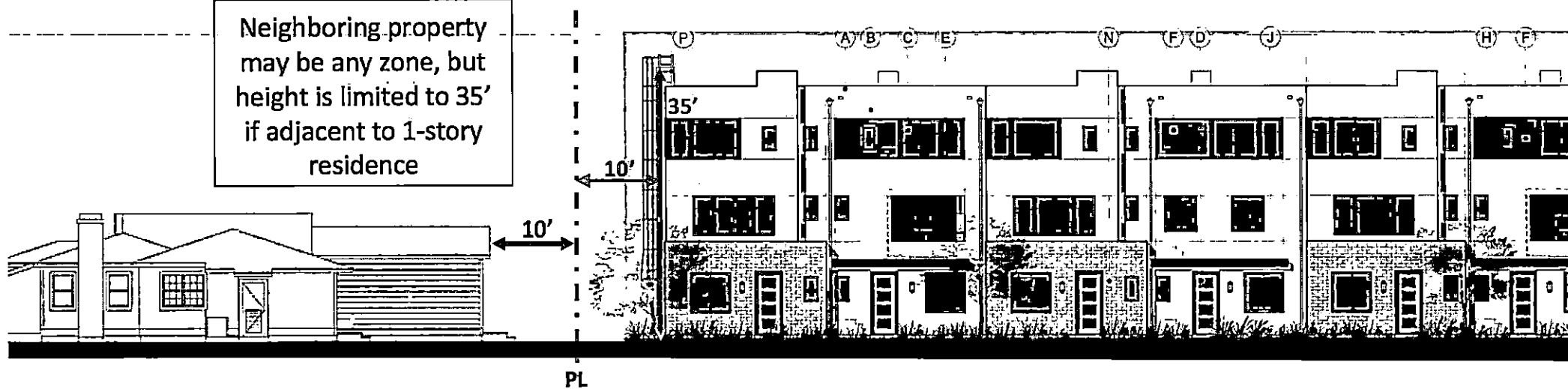
EXISTING Side Yard Setback in MUO

Neighboring property
may be any zone, but
height is limited to 45'
if adjacent to 2-story
residence



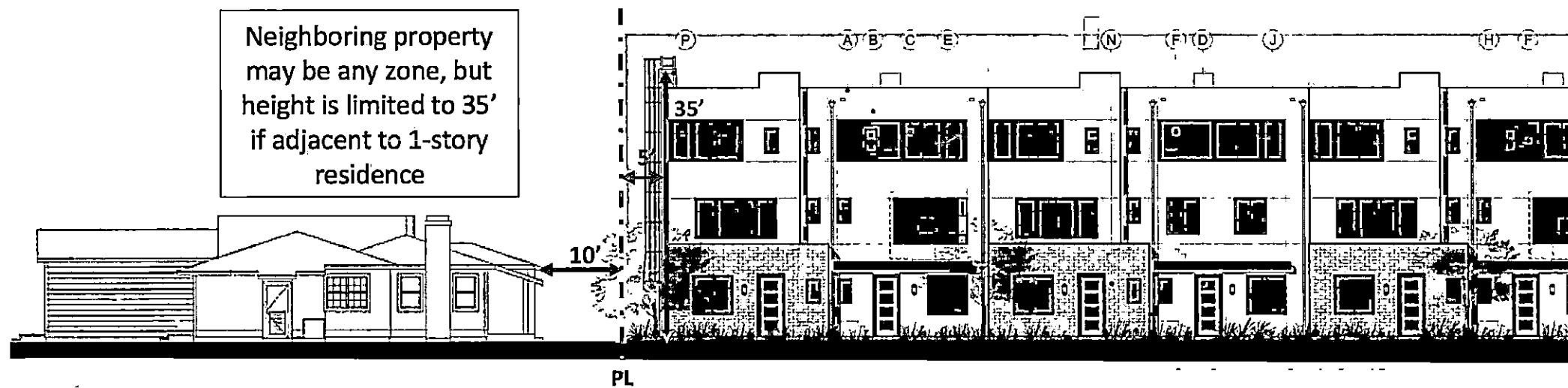
EXISTING Rear Yard Setback in MUO

Neighboring property
may be any zone, but
height is limited to 35'
if adjacent to 1-story
residence



EXISTING Side Yard Setback in MUO

Neighboring property
may be any zone, but
height is limited to 35'
if adjacent to 1-story
residence



PROPOSED Side and Rear Yard Setback in MUO

Abuts R1/R2 zone and building height is up to 35'.

10'

10'

PL

3-STORY BUILDING (HEIGHT UP TO 35')

Abuts R1/R2 zone and building height is up to 45'.

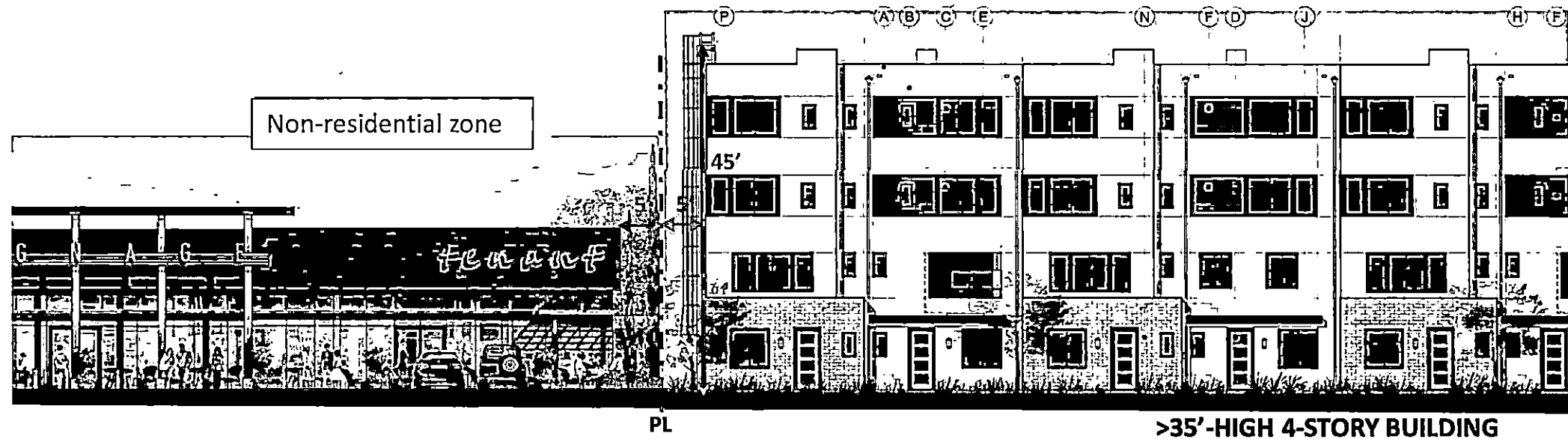
10'

15'

PL

4-STORY BUILDING (HEIGHT GREATER THAN 35')

PROPOSED Side and Rear Yard Setback in MUO



Deletion of Minimum Dwelling Unit Sizes

- ☐ The minimum dwelling unit size in the R-1 zone is only 800 SF
- ☐ Deletion of minimum dwelling unit size in all zones except R-1
(§18.14.050E [sec. 2], §18.16.050E [sec. 3], §18.19.060D [sec. 7], §18.20.050B [sec. 8])
- ☐ City currently requires:
 - ☐ 1,200 SF for 3+ bedrooms
 - ☐ 900 SF for 2 bedrooms
 - ☐ 750 SF for 1 bedroom
 - ☐ 450 SF for bachelor/efficiency unit
- ☐ Requiring minimum sizes impacts ability of developers to create more affordable units, reduces flexibility to provide what market will support



Mixed Use Overlay Zone

- ☐ Allows properties to be developed for purely residential uses instead of needing a live/work or commercial component
(§§ 18.19.030B [sec. 5], 18.19.050 [sec. 6])
- ☐ The small amount of commercial or live/work units are not always viable
- ☐ Minimum lot area reduced to ½ acre from one acre
(§ 18.19.060B [sec. 7])



Specific Plans

- ☐ No longer required for housing project greater than 5 acres
(§18.39.015B [sec. 9])
- ☐ Can use specific plan for a single lot
(§18.39.030B [sec. 10])
- ☐ Changes to what must be included in a specific plan to eliminate certain requirements not set forth in state law
(§ 18.39.040 [sec.11])



Extensions of Entitlements

The Zoning Code currently provides that approvals for Site Plan Reviews, Conditional Use Permits, Variances, and Administrative Adjustments are only valid for one year and upon a showing of good cause, may be extended one time only for six months

- Amendments were proposed which provides that there may be multiple extensions of six months for good cause [Secs. 19, 20, 21 and 22]
 - Staff is now recommending only two extensions of six months for good cause
- Ordinance also includes an automatic six month extension for all permits which are currently in effect as of March 16, 2020 to account for the impact caused by the COVID 19 Pandemic [Sec. 23]



Extensions of Entitlements - continued

Gardena's time frames are more conservative than neighboring jurisdictions which have longer entitlement periods to begin with and more flexible with allowing extensions



Extensions of Entitlements - continued

	GARDENA EXISTING	GARDENA PROPOSED	TORRANCE	CARSON	HAWTHORNE	REDONDO BEACH	INGLEWOOD	L
Site Plan Review	12 months	12 months		2 years	2 years (design review)		1 year	1
* Extension	1 – 6 mo. By CDD	2 extensions of 6 mos by CDD		1 year (PH req'd for add'l extensions)	1 year		Six months by Director; Max two extensions	O e D
CUP	12 months	12 months	1 year	180 days	3 years	36 mos.	1 year, two years for condos	1
* Extension	1 – 6 mo. By PC	2 extensions of 6 mos. by PC	Extensions possible	1 year (PH req'd for add'l extensions)	1 year (if a bldg. permit is pulled)	Extension by PC – no limit	Six-month extension or 12 months for condo projects granted by the PC or CC – no limit stated	O e D
Variance	12 months	12 months	As provided in approval or 6 mos. If unstated	180 days	3 years	36 mos.	Determined by Director or PC or 1 year	1 st ay
* Extension	1 – 6 mo. By PC	2 extensions of 6 mos. by PC	No limit – by CC upon PC recommendation	1 year (PH req'd for add'l extensions)	1 year (if a bldg. permit is pulled)	Extension by PC – no limit	One 90-day extension by Director or PC	Ex P
Admin Adjustment	12 months	12 months			N/A		180 days	N
* Extension	1 – 6 mo. By CDD	2 extensions of 6 mos. by CDD					N/A	N
Admin. Use Permit		N/A			N/A	36 mos.	N/A	N
* Extension		N/A				Extension by CDD – no limit		



*Attachment F – City Council staff report
dated May 26, 2020 (including draft
Ordinance)*

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No. 8. B. (1)

Department: Community Development

Meeting Date: May 26, 2020

Ordinance No. 1820

AGENDA TITLE:

PUBLIC HEARING: ORDINANCE 1820, INTRODUCTION OF AN ORDINANCE MAKING CHANGES TO TITLE 18 OF THE GARDENA MUNICIPAL CODE RELATING TO RESIDENTIAL DEVELOPMENT AND TIME EXTENSIONS FOR ENTITLEMENTS

RECOMMENDATION:

Staff respectfully recommends that Council hold a public hearing on Ordinance No. 1820, make any recommended changes, and introduce Ordinance No. 1820.

BACKGROUND:

The zoning ordinance covers two major topics. Changes to development standards and extension of entitlements.

Development Standards

During the past couple of years, the City has received a growing number of applications for higher-density residential development, primarily in the R-4 and Mixed Use Overlay areas where a minimum density of 20 units per acre is required. Although the City Council adopted changes to residential standards last year, developers have still struggled to meet the City's development standards while developing the type of 3-story product that has been prevalent in the market has been desiring.

Rather than have staff try to develop standards on its own, on February 19, 2020 staff held a Housing Standards Workshop with a number of developers and other interested parties such as architects on how to improve the Zoning Code and eliminate housing constraints. Staff recognized the need for these changes which are shown in the Ordinance (Attachment A) and summarized in the Planning Commission staff report (Attachment B). Letters of support were received at the Planning Commission level from G3 Urban, City Ventures, Melia Homes, and The Olson Company (Attachment C). Additional letters of support have been received from Borstein Enterprises, G3 Urban, and Angeleno Associates, Inc., architects.

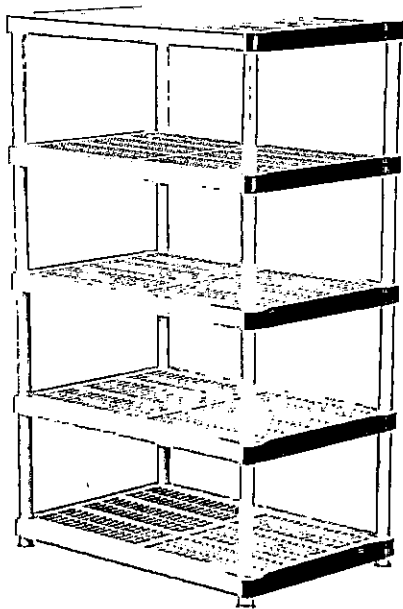
After the staff presentation and public hearing comments (Olson provided comments via ZoomWebinar during the meeting), the Planning Commission had a lengthy discussion regarding the various amendments. In the end, the Planning Commission adopted Resolution No. 2-20 (Attachment D) recommending approval of the Ordinance with the modifications listed on Attachment E to the development standards: reduce the minimum dimension for storage space from four feet to two feet; no changes to the sizes of parking standards; and allow a one-time automatic extension for entitlements only.

Minimum Dimension – in addition to reducing the amount of storage space from 200 cubic feet to 120 cubic feet, staff originally added a minimum dimension of four feet in any direction in the draft ordinance. After input by The Olson Company staff realized that this requirement created a new burden and that two feet would be more reasonable. Two feet is standard depth of outside garage storage

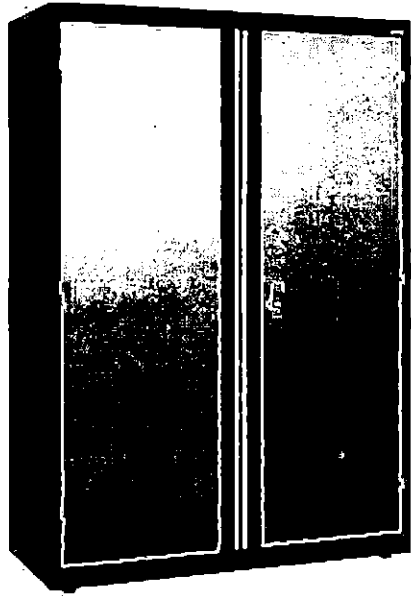
racks; cabinets generally range in depth from 18 – 24 inches. Additionally, two feet allows storage rack systems to be placed from the ceiling.



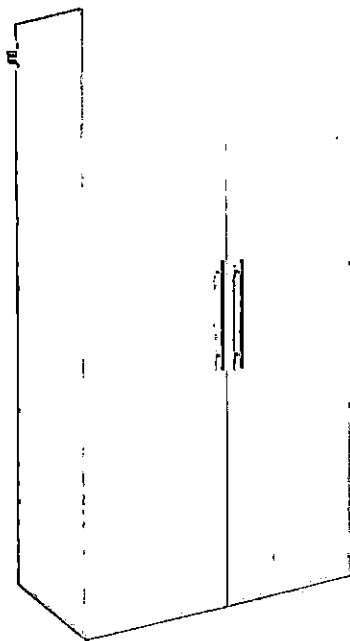
77" x 78" x 24"



72" x 36" x 24"

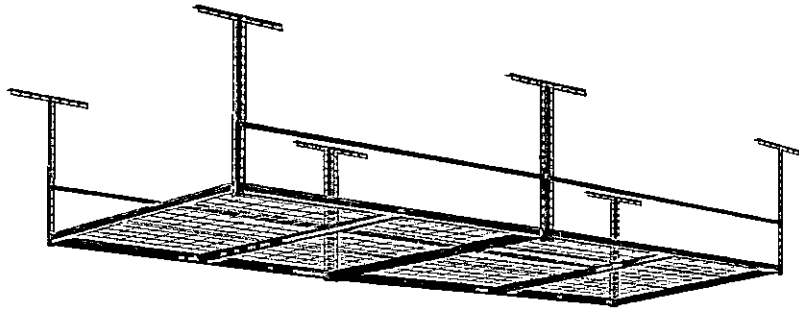


72" x 46" x 24"



36" x 72" x 20"

Additionally, two feet allows storage rack systems to be placed from the ceiling.



28" x 48" x 48"

Parking Dimensions – during the Workshop the participants expressed a desire for reduced parking dimensions in order to provide more flexibility. The draft ordinance proposed the following changes:

Type of Space	Existing Dimension/Standard	Proposed Dimension/Standard
Tandem Parking	12 x 40	10 ½ x 38
Parallel Parking	9 x 25	9 x 22
Compact Parking	8 x 17; 25% of all non-residential may be compact	8 x 17; 25% of guest parking in R-4 and MU Overlay zones may also be compact
Garage Space	20 x 20	19 x 18 <ul style="list-style-type: none"> Staff now recommends 19 x 19 minimum

After the Planning Commission meeting it was pointed out that it was difficult to comprehend these dimensions in the abstract. As a point of reference, here are some common dimensions for larger vehicles are as follows:

- Subaru Outback 6' x 18'
- Toyota Hilux 6' x 17 ½'
- Ford Ranger 6' x 17 ½'
- Toyota Sienna 6 ½' x 16 ¾'
- Ford Explorer 6 ½' x 16 ½'
- Tesla X 6 ¾' x 16 ½'
- Toyota Landcruiser 6 ¼' x 16'
- Hyundai Sonata 6' x 16'

The only vehicles which would not fit in a garage 19 feet deep would be large trucks such as the Ford 150 and Dodge Ram 3500 which are 21 feet in depth. However, these vehicles will not fit in the existing garage spaces.

Compact vehicles are generally described as vehicles that are approximately 15 feet in length.

- Honda Civic 6' x 15 ¼'
- Mazda 3 6' x 15 1/4 '
- Honda CRV 6 ¼' x 15'
- Volkswagen Golf 5 ¾' x 14 ¼'

The chart on the next page shows a comparison of Gardena's existing and proposed standards with neighboring jurisdictions.

Time Extensions

In addition to making changes to development standards, the Ordinance proposes changes regarding time extensions which are allowed for conditional use permits, variances, site plan reviews, and administrative adjustments. Under the Gardena Municipal Code, each of these entitlements are valid only for one year and then there is the opportunity, upon a showing of good cause, for only one six-month extension.

The proposed changes fall into two categories. First, there is an automatic 6 month extension for every permit that was active as of March 6, 2020 when the COVID-19 pandemic first hit. There is no doubt that the pandemic and the shelter at home orders will constitute good cause and it would be a waste of time and money to have to process such requests.

The second change is to eliminate the provision that there may only be one six-month extension on the life of these administrative entitlements. In a survey of neighboring cities, Gardena seems to be unique (see chart on next page).

	GARDENA EXISTING	GARDENA PROPOSED	TORRANCE	CARSON	HAWTHORNE	REDONDO BEACH	INGLEWOOD	LAWNDALE	EL SEGUNDO
Site Plan Review	12 months	12 months		2 years	2 years (design review)		1 year	1 year	2 years
* Extension	1 – 6mo. By CDD	Unlimited 6 mos by CDD		1 year (PH req'd for add'l extensions)	1 year		Six months by Director; Max two extensions	One 90-day extension by Director	1 year by Director without limit
CUP	12 months	12 months	1 year	180 days	3 years	36 mos.	1 year, two years for condos	1 year	24 mos.
* Extension	1 – 6 mo. By PC	Unlimited 6 mos. By PC	Extensions possible	1 year (PH req'd for add'l extensions)	1 year (if a bldg. permit is pulled)	Extension by PC – no limit	Six-month extension or 12 months for condo projects granted by the PC or CC – no limit stated	One 90-day extension by Director	60 day extension by PC, but not limited to 1
Variance	12 months	12 months	As provided in approval or 6 mos. If unstated	180 days	3 years	36 mos.	Determined by Director or PC or 1 year	1 yr. or as stated in approval	1 yr.
* Extension	1 – 6 mo. By PC	Unlimited 6 mos. By PC	No limit – by CC upon PC recommendation	1 year (PH req'd for add'l extensions)	1 year (if a bldg. permit is pulled)	Extension by PC – no limit	One 90-day extension by Director or PC	Extension by PC – no limit	Renewal by PC – no limits
Admin Adjustment	12 months	12 months			N/A		180 days	Not stated	
* Extension	1 – 6 mo. By CDD	Unlimited 6 mos. By CDD					N/A	Not stated	
Admin. Use Permit	N/A	N/A			N/A	36 mos.	N/A	N/A	
* Extension						Extension by CDD – no limit			

CONCLUSION

IN CONCLUSION, Staff respectfully recommends that Council conduct the public hearing and adopt Ordinance No. 1820 as presented with the recommended change to a minimum dimension of 2 feet for storage space, a minimum garage dimension of 19 feet by 19 feet, and elimination of the increased density in the R-4 zone until those changes can be processed with a General Plan Amendment. All other proposed changes would remain the same.

Attachments

- A - Ordinance No. 1820 (redlined)
- B – Planning Commission Report
- C – Correspondence provided to Planning Commission
- D – Planning Commission Resolution
- E – Planning Commission Changes
- F – Correspondence to City Council

INT/int

ORDINANCE NO. 1820

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING ADDITIONAL CHANGES TO TITLE 18, ZONING, OF THE GARDENA MUNICIPAL CODE RELATING TO RESIDENTIAL DEVELOPMENT AND TIME EXTENSIONS FOR ENTITLEMENTS

WHEREAS, California is facing a housing crisis; and

WHEREAS, staff continues to receive applications for high density developments which point out places where the City's Zoning law should be adjusted to provide additional flexibility to developers so that they may make individual determinations based on market considerations as to the best layout for each project; and

WHEREAS, modifications to the development standards are required in order that projects may be developed to the allowed densities of the zone; and

WHEREAS, staff will begin to work on an overall update to the City's Zoning law at a future time to modernize the City's Zoning law; and

WHEREAS, staff has determined that it is in the best interests to continue to process these changes in phases so that the simpler changes can continue to be quickly implemented; and

WHEREAS, during the time that staff was working on the changes to the development standards, the Pandemic caused by COVID-19 caused all non-essential services to cease operations and caused havoc with the economy; and

WHEREAS, the period of recovery from the Pandemic will be not be immediate; and

WHEREAS, the City Council believes that extensions should be granted for all discretionary planning entitlements and applicants should have the ability to obtain additional extensions as needed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on this Ordinance on April 21, 2020 at which time it considered all evidence presented, both written and oral; and

WHEREAS, at the close of the public hearing the Planning Commission adopted a Resolution recommending approval of this Ordinance; and

WHEREAS, the City Council held a duly noticed public hearing on this Ordinance on May 26, 2020 at which time it considered all evidence presented, both written and oral;

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

SECTION 1. FINDINGS.

A. The City Council finds that adopting the changes set forth in this Ordinance represents good planning practices for the following reasons: it modernizes the City's Zoning law; it makes the Municipal Code easier to use; it makes sense to have different development regulations in the medium and high density residential zones.

B. The City Council further finds that this Ordinance is consistent with the City's General Plan.

SECTION 2. Section 18.14.050 E of the Gardena Municipal Code relating to the R-2 zone is hereby deleted.

E. ~~[Deleted] Dwelling unit size:~~

~~1. A minimum of one thousand two hundred square feet for three or more bedroom units,~~

~~2. A minimum of nine hundred square feet for two bedroom units,~~

~~3. A minimum of seven hundred fifty square feet for one bedroom units, and~~

~~4. A minimum of four hundred fifty square feet for bachelor/efficiency units;~~

SECTION 3. Section 18.16.050 E, H and Q of the Gardena Municipal Code relating to the R-3 zone are hereby amended to read as follows; all other sections remain the same:

E. ~~[Deleted] Dwelling unit size:~~

~~1. A minimum of one thousand two hundred square feet for three or more bedroom units,~~

~~2. A minimum of nine hundred square feet for two bedroom units,~~

~~3. A minimum of seven hundred fifty square feet for one bedroom units, and~~

~~4. A minimum of four hundred fifty square feet for bachelor/efficiency units;~~

* * *

H. Distances between buildings: The following distances shall apply to buildings within the project site:

1. A minimum of six feet between main and accessory buildings;
2. A minimum of fifteen feet between main buildings; provided, however:
 - a. A minimum of twenty feet for buildings front to front and with interior courts;
 - b. A minimum of thirty feet for buildings front to front and with driveways between structures; and
 - c. For buildings that are greater than two stories, the distance shall be increased two and one-half feet between buildings for each floor over the second floor;

* * *

Q. Storage space: a minimum of onetwo hundred-twenty cubic feet of storage space shall be provided in the garage or for each dwelling unit with a minimum of four feet in any direction. Such space may be located in areas which include, but are not limited to the garage, in an outside closet, or below stairways.

SECTION 4. Section 18.18.020 of the Gardena Municipal Code relating to development standards in the R-4 zone is hereby amended to read as follows:

18.18.020. Development standards.

The development standards set forth herein shall apply and supersede any zoning code provision in this title to the contrary.

A. Lot area: a minimum of five thousand square feet

B. Lot width:

1. A minimum of fifty feet for interior lots, and

2. A minimum of fifty-five feet for corner lots;

C. Lot depth: a minimum of eighty feet;

A.D. Minimum Density. For any project approved after August 1, 2012, the minimum permitted density shall be twenty units per acre for any residential development. This subsection shall not apply to the expansion of any existing use.

E. Maximum Density. The maximum permitted density shall be as set forth in this subsection; fractional units shall be rounded upward if such fraction is at or above the five-tenths breakpoint:

1. Twenty-five units per acre for lots less than one-half acre; and
2. ~~Twenty-seven~~Thirty units per acre for lots over ~~between~~ one-half acre and one acre; and
3. ~~Thirty units per acre for lots greater than one acre.~~

F. Building Height. The maximum building height for habitable space shall not exceed ~~thirty-five feet, or forty feet.~~ An ~~with an~~ additional five feet may be allowed for architectural projections which are building elements such as towers, cupolas, decorative parapets that screen equipment, and pitched roofs at a minimum pitch of four to twelve, that are added to buildings to provide architectural interest without adding interior floor area, and also include skylights and chimneys. In no event may the building exceed ~~three~~ four stories.

G. Yards. For cluster developments, setbacks are calculated from the project boundaries and not from individual units or buildings within the development.

1. Front yard setback: a minimum of ten feet; no more than fifty percent, including driveways, shall be paved or otherwise covered with hardscaped materials. The remaining area shall be permanently landscaped with softscape materials and provided with a permanent irrigation system subject to city approval.

2. Side and rear yard setbacks:

a. A minimum of ten feet when the building is thirty-five feet or less in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

b. A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet;

3. Accessory buildings: one-story accessory buildings, other than a garage, shall be set back four feet from the rear and side property lines when located in the rear one-third of the lot. Garages may be constructed along the rear and side property line when located in the rear one-third of the lot. Garages fronting on public streets shall maintain a minimum ten-foot yard setback. All garages shall be provided with garage doors and new front facing garages and replacement garage doors for front facing garages shall be sectional type doors;

H. Distances between buildings shall be governed by the Building and Fire Codes.

I. Off-street parking: the provisions of Chapter 18.40 shall apply with the exception that:

1. Tandem parking shall be allowed, but not for guest parking spaces.

2. For senior or income restricted units: one off-street parking space for each one bedroom or studio unit.

J. ~~C.~~ Landscaping. The minimum landscaping requirement shall be four hundred sixty square feet. Usable open space: a minimum of 600 300 hundred square feet of usable common or private open space shall be provided for each unit of all multiple-family dwellings and condominiums in accordance with the minimum size requirements of Section 18.42.065.

K. Signs: the provisions of Chapter 18.58 shall apply;

L. Fences: the provisions of Section 18.42.070 shall apply;

M. Refuse areas: the provisions of Section 18.42.130 shall apply;

N. Swimming pool areas: the provisions of Section 18.42.090 shall apply;

O. Projections permitted in required yards: the provisions of Section 18.42.100 shall apply;

P. Protection of intersection visibility: the provisions of Section 18.42.110 shall apply;

Q. Storage space: a minimum of one hundred-twenty cubic feet of storage space shall be provided for each dwelling unit with a minimum of four feet in any direction.

Such space may be located in areas which include, but are not limited to, the garage, in an outside closet, or below stairways.

SECTION 5. Section 18.19.030 B of the Gardena Municipal Code related to the MU zone is hereby amended to read as follows:

~~B. If property is developed solely in accordance with provisions of the underlying zoning district, uses permitted or conditionally permitted in the underlying zoning district shall be allowed. Site plan review shall not be required for such development unless required by another provision of this title. Property may be developed solely for residential uses or solely for uses permitted or conditionally permitted in accordance with the provisions of the underlying zoning district.~~

1. If developed in accordance with the provisions of the underlying zoning district, uses permitted or conditionally permitted in the underlying zoning district shall be allowed. Site plan review shall not be required for such development unless required by another provision of this title.

2. If developed solely for residential purposes, development shall be in accordance with the provisions of this Chapter for residential development and site plan review shall be required.

SECTION 6. Section 18.19.050 of the Gardena Municipal Code is hereby amended to read as follows:

18.19.050 Uses prohibited.

~~A. All uses not listed in Sections 18.19.030 and 18.19.040 are prohibited, unless determined to be similar pursuant to the provisions of Section 18.42.040.~~

~~B. Any project consisting solely of residential uses~~

SECTION 7. Subsections 18.19.060.B.1, C.3, D, E, F, I, J.1, and L of the Gardena Municipal Code relating to development standards in the MUO zone are hereby amended to read as follows, all other provisions of section 18.19.060 remain the same:

B. Minimum project area³:

1. One-half acre minimum, with the following exceptions:

* * *

C. Density and intensity:

3. Residential by itself or as part of a mixed use project: the maximum residential density shall be as follows, calculated over the portion of the project area devoted to such use, including when such use is part of a vertical development:

a. ~~Twenty-five~~ units per acre maximum for sites less than one-half acres;

b. ~~Twenty-five~~ Thirty units per acre maximum for sites over at least one-half acre but less than one acre; and,

~~c. Thirty units per acre maximum for all sites of one acre or greater.~~

* * *

D. ~~[Deleted] Dwelling unit size:~~

~~1. A minimum of one thousand two hundred square feet for three or more bedroom units;~~

~~2. A minimum of nine hundred square feet for two bedroom units;~~

~~3. A minimum of seven hundred fifty square feet for one bedroom units, and~~

~~4. A minimum of four hundred fifty square feet for bachelor/efficiency units.~~

* * *

E. Maximum Building Height. The following height standards apply to individual buildings within a project area⁵:

1. ~~Thirty-five~~ Forty feet, with an additional five feet or forty feet with for architectural projections if⁶:

a. Adjacent to single-family (R-1) or low-density multiple-family residential (R-2) zones ~~one-story residential uses~~; or

b. Adjacent to a collector or major collector street.

2. ~~Forty feet, or forty-five feet with architectural projections if:~~

a. ~~Adjacent to two-story residential uses; or~~

b. ~~Adjacent to a major collector street.~~

23. Fifty-five feet, with an additional five feet for ~~or sixty feet with~~ architectural projections if:

a. Adjacent to any use other than single-family (R-1) or low-density multiple-family (R-2) residential zones; ~~three-story or greater residential uses; or adjacent to commercial or other nonresidential uses; and or~~

b. Adjacent to an arterial street.

/ * * *

F. Yards: for mixed use projects, setbacks are calculated from the project boundaries and not from individual units or buildings within the development.

1. Front yard setback:

Five feet from the public right of way for vertical residential developments that do not have front doors facing the street;

Twenty feet from the public right of way for residential developments that have front doors which face on to the street; and

Aa minimum of twelve feet from face of curb and a maximum of twenty feet from face of curb for all other developments;

2. Side yard setback:

A minimum of ten feet when the building is thirty-five feet in height or less, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet;

3. Rear yard setback: ten feet from property line;

a. A minimum of fifteen feet when the building exceeds thirty-five feet in height, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

b. A minimum of ten feet when the building is thirty-five feet in height or less, including architectural projections, and the property directly abuts parcels zoned R-1 or R-2;

c. A minimum of five feet when the property does not directly abut parcels zoned R-1 or R-2, unless the property is a corner lot in which case, the street side must be a minimum of ten feet.;

4. Building to building: Distances between buildings shall be governed by the Building and Fire Codes.

a. ~~Main structures less than or equal to forty feet in height: twenty feet if adjacent to industrial structures; ten feet if adjacent to all other structures;~~

b. ~~Main structures greater than forty feet in height: thirty feet if adjacent to industrial structures; twenty feet if adjacent to residential structures; and fifteen feet if adjacent to commercial structures; and~~

c. ~~A minimum of six feet between main and accessory buildings.~~

d. ~~The provisions of Section 18.42.120 shall not apply to this section.~~

* * *

1. Usable open space:

1. Residential uses: a minimum of one hundred fifty square feet of outdoor usable common or private open space shall be provided per dwelling unit in accordance with the minimum size requirements of Section 18.42.065.

a. ~~A minimum of seventy square feet per unit shall be private open space and directly accessible from the individual dwelling unit.~~

b. ~~The remainder of the open space may be either private or common.~~

2. Live/work uses: a minimum of one hundred square feet of either outdoor usable common or private open space shall be provided for each live/work unit in accordance with the requirements of Section 18.42.065.

3. The usable common open space requirements of residential mixed use and live/work units can be combined into one or more large spaces to satisfy the ~~usable common open space requirements~~, so long as the space is located along or directly accessed and visible from perimeter or interior streets.

* * *

J. Off-street parking: the provisions of Chapter 18.40 shall apply, with the following exceptions:

1. ~~Tandem Residential and Live/Work parking: up to fifty percent of~~
~~Parking requirements for residential or live/work units may be satisfied by tandem~~
~~parking. Guest spaces may not be tandem. Garaged Tandem garage parking shall be~~
~~no smaller than twelve 10.5 feet wide by 38 forty feet long, as measured from the interior~~
~~walls;~~

* * *

L. ~~Storage areasspace: a minimum of one hundred-twenty cubic feet of~~
~~storage space shall be provided for each dwelling unit with a minimum of four feet in any~~
~~direction. For dwelling units without a private parking garage, general storage~~
~~cabinets/closets with a minimum size of one hundred cubic feet capacity shall be required~~
~~for each unit. The storage cabinets are encouraged to be located within the parking area,~~
~~in close proximity to the respective units, or below interior stairways. For dwelling units~~
~~with tandem parking garages, each storage cabinet/closet shall be a minimum of two~~
~~hundred cubic feet capacity.~~

SECTION 8. Section 18.20.050B is hereby amended to read as follows:

B. Residential Units.

1. Multiple-family residential uses built as a mixed use shall be restricted to the upper stories in a vertical development or the rear of the property in a horizontal development.

2. [Deleted.] ~~The minimum size of residential units shall be as follows:~~

a. ~~Studio/efficiency/bachelor: four hundred fifty square feet.~~

~~b. One bedroom: six hundred square feet.~~

~~c. Two bedrooms: eight hundred square feet.~~

~~d. Three or more bedrooms: one thousand one hundred square feet.~~

3. Open Space Requirements. Each residential unit shall have a minimum of one hundred fifty square feet of usable common and private open space in accordance with the requirements of Section 18.42.065.

~~a. A minimum of fifty square feet per unit shall be private open space and directly accessible from the individual dwelling unit.~~

~~b. A minimum of seventy five square feet per unit shall be usable common open space.~~

~~c. The remaining twenty five square feet per unit may be provided as either common or private open space.~~

4. The maximum residential density shall be thirty-four units per acre.

5. If multifamily residential is the only use on the property:

a. The minimum density shall be twenty-four units per acre;

b. No more than fifty percent of the front yard setback, including driveways, shall be paved or otherwise covered with hardscaped materials. The remaining area shall be permanently landscaped with softscape materials and provided with a permanent irrigation system subject to city approval.

SECTION 9. Section 18.39.015B of the Gardena Municipal Code is hereby deleted.

~~B. A specific plan shall be required for any housing project on a site of five acres or more, planned as an integrated development in the R 1, R 2, R 3, R 4, MU, or C-R zone.~~

SECTION 10. Section 18.39.030B of the Gardena Municipal Code is hereby deleted.

~~B. Specific plan applications for a single structure on a single parcel shall not be permitted. [Deleted.]~~

SECTION 11. Section 18.39.040 of the Gardena Municipal Code is hereby amended to read as follows:

A. In addition to state requirements as specified in the California Government Code Section 65450 et seq., the contents listed below shall be included in all specific plans, unless the applicant ~~demonstrates to the satisfaction of the~~ community development director determines that the item is clearly not applicable or relevant to the specific plan application under consideration.

B. Specific plan contents shall include the following, but need not be in the order listed:

1. Title, table of contents, acknowledgements;
2. Summary statement;
3. Introduction:
 - a. Initiator of plan,
 - b. Purpose and intent,
 - c. Site location, brief description and maps,
 - d. Project history/background,
 - e. ~~[Deleted] Relationship to neighboring jurisdictions, regional agencies and the state,~~
 - f. Environmental assessment,
 - g. Related applications and documents;
4. Detailed description of site:
 - a. Topography,
 - b. Geology/soils,
 - c. Hydrology,
 - d. Biological resources,
 - e. Land use,

- f. General plan and zoning designations,
 - g. Circulation,
 - h. Cultural resources,
 - i. Public services,
 - j. Utilities,
 - k. Site summary,
 - l. Appropriate maps and diagrams;
5. Specific plan concepts:
- a. Project goals and objectives,
 - b. ~~Opportunities and constraints,~~
 - c. Conceptual site plan/land use plan,
 - d. Transportation/circulation plan:
 - i. Private,
 - ii. Public,
 - iii. Internal and affected external,
 - iv. Pedestrian, vehicular and mass transit,
 - e. Grading plan,
 - f. Public facilities/utilities plan:
 - i. Sewage,
 - ii. Water,
 - iii. Drainage,
 - iv. Solid waste,
 - v. Energy,

- vi. Utilities,
 - g. Recreation and open space plan,
 - h. ~~Fire protection/fuel modification plan~~[Deleted],
 - i. Natural and man-made resources protection,
 - j. Phasing program,
 - k. Home-owners association,
 - l. Landscape plan,
 - m. Appropriate maps and diagrams,
 - n. Other appropriate conceptual plans;
6. Development regulations and requirements:
- a. Development standards,
 - b. Recreation and open space standards,
 - c. Parking,
 - d. Nonconformities,
 - e. Lighting standards,
 - f. Sign program,
 - g. Maintenance standards,
 - h. Standards for accessory structures, additions, walls, fences,
7. Design guidelines:
- a. Architecture,
 - b. Landscape, streetscape,
 - c. Views,

other changes;

- d. Performance standards;
- 8. General plan consistency:
 - a. Applicable goals and policies,
 - b. How the specific plan meets the requirements of and implements the general plan;
- 9. Implementation:
 - a. Phasing plan,
 - b. Precise plan review process,
 - c. Infrastructure improvements/coordination,
 - d. Financing measures,
 - e. Monitoring programs,
 - f. Administration of plan,
 - g. Amendment procedures.

SECTION 12. Section 18.40.040 A of the Gardena Municipal Code is hereby amended to read as follows:

Use	Number of Parking Spaces Required
A. Residential:	
Single-family:	Two-car <u>enclosed</u> garage.
<u>Two-family Low-Density and Medium-Density Multiple-Family Residential</u>	Two spaces <u>per dwelling unit</u> in an <u>enclosed</u> garage or in an <u>enclosed parking facility structure</u> , <u>per dwelling unit</u> .

May 26, 2020

Use	Number of Parking Spaces Required
<u>High-Density and multiple-family dwellings (anything over 20 units per acre):</u>	<u>Two spaces per dwelling unit, other than a studio unit, one of which must be in an enclosed garage or parking structure and the other which may be in a covered parking area.</u>
<u>Studio unit</u>	<u>One space per dwelling unit</u>
Mobile home parks:	Two spaces per mobile home or trailer on the same space where the mobile home or trailer is located.
Accessory dwelling units:	See Chapter <u>18.13</u> .
<u>Additional standards and requirements:</u>	<u>See Section 18.40.070</u>

SECTION 13. Subsection 18.40.050 A and C of the Gardena Municipal Code relating to parking spaces is hereby amended to read as follows:

A. Parking spaces shall have a minimum dimension of nine feet by eighteen feet; parallel parking spaces shall have a minimum dimension of nine feet by twenty-five two feet.

C. Compact parking spaces.

1. ~~Compact parking shall not have exceed twenty-five percent of all required parking spaces and shall have a minimum dimension of eight feet by seventeen feet.~~ All compact spaces shall be so marked on the pavement and/or wheel stop.

2. Twenty-five percent of all non-residential parking may be compact in size.

3. In the R-4 and MU zones, where there is a minimum of four guest parking spaces, twenty-five percent of such spaces may be compact in size.

4. Except as may specifically be allowed, ~~Notwithstanding any provision of this code to the contrary,~~ compact parking spaces shall not be considered as satisfying the parking requirements for residential uses, as set forth in Section 18.40.040(A).

SECTION 14. Section 18.40.050F relating to the tables and charts for parking spaces is hereby amended by changing the minimum parking layout dimension for the stall length for a parallel space to 22 feet from 25 feet.

SECTION 15. Section 18.40.070 relating to additional standards for residential parking areas is hereby amended by revising subsection D to read as follows and adding a new subsection G; all other sections remain the same:

D. Unless tandem parking is allowed, a two-car garage shall be fully enclosed and have a minimum interior dimension of nineteen feet ~~twenty feet~~ in width by twenty eight feet in depth. A garage designed for tandem parking shall have a minimum interior dimension of twelve ten and one-half feet in width by forty one thirty-eight feet in depth. The dDesignated parking area shall be designed to remain free and clear of all obstructions, including, but not limited to, washer/dryer units, water heaters, trash enclosures, etc.

G. If parking spaces are not provided in an attached garage, then the spaces in the parking structure or parking area shall be assigned to a specific unit.

SECTION 16. Section 18.42.150 is hereby amended to read as follows:

18.42.150 Security and lighting plan.

Complete security and lighting plans shall accompany all site development plans for multiple-family development of four or more units and commercial and industrial developments to ensure that safety and security issues are addressed in the design of the development.

A. Lighting plans for commercial and industrial developments shall demonstrate an average of 2-foot candle with no single point less than 1-foot candle for all public/common areas.

A.B. Lighting plans for multiple-family developments shall demonstrate an average of 1-foot candle for all public/common areas.

SECTION 17. Section 18.44.020 of the Gardena Municipal Code is hereby amended to read as follows:

18.44.020 Review

A. Whenever a site plan review is required, a site plan for the total development of a lot or lots that comprise the development project shall be approved pursuant to the provisions of this chapter prior to the issuance of a building permit.

B. The planning commission shall hold a noticed, public hearing and approve, conditionally approve, or deny site plans required by sections 18.44.010_A through G or pursuant to any other provision of the Gardena Municipal Code, except as specified herein.

1. Notice of hearings shall be given in accordance with government Code Section 65091.

C. The community development director shall review and approve, conditionally approve, or deny all other site plans, ~~and no notice or public hearing shall be required.~~ Additionally, the community development director shall approve site plans required by sections 18.44.010 B through G when the site plan relates only to minor changes to the existing buildings and does not involve an expansion of more than ten percent of existing square footage. In such cases, no notice or public hearing shall be required. In such cases the community development director shall make all decisions required by CEQA or other environmental laws. In his discretion, the community development director may refer a site plan review application to the planning commission when he believes that the application would be of concern to the surrounding community.

D. If a site plan is required by any other provision of this title, no notice or public hearing is required and the matter shall be reviewed by the community development director unless such provision requires otherwise.

SECTION 18. Section 18.44.030 of the Gardena Municipal Code is hereby amended to read as follows:

18.44.030 Factors for Approval

A. A site plan shall be approved, or conditionally approved, only after finding that the proposed development, ~~including the uses~~ and the physical design of the development, is consistent with the intent and general purpose of the general plan and provisions of the municipal code, and will not adversely affect the orderly and harmonious development of the area and the general welfare of the city; otherwise such plans shall be disapproved.

B. In addition to all other applicable zoning and development requirements and policies, the following factors shall also be considered in determining whether the site plan shall be approved:

1. The dimensions, shape and orientation of the parcel;

2. The placement of buildings and structures on the parcel;
3. The height, setbacks, bulk and building materials;
4. The distance between buildings or structures;
5. The location, number and layout of off-street parking and loading spaces;
6. The internal vehicular patterns and pedestrian safety features;
7. The location, amount and nature of landscaping;
8. The placement, height and direction of illumination of light standards;
9. The location, number, size and height of signs;
10. The location, height and materials of walls, fences or hedges;
11. The location and method of screening refuse and storage areas, roof equipment, pipes, vents, utility equipment and all equipment not contained in the main buildings of the development;
12. ~~Compatibility and overconcentration of uses in the immediate area~~
Deleted]; and
13. Such other information which the community development director or commission may require to make the necessary findings that the provisions of this code are being complied with.

SECTION 19. Section 18.44.060 of the Gardena Municipal Code relating to time limits for Site Plan Review is hereby amended to read as follows:

18.44.060 Time limits for development.

A. The subject property under a site plan review shall be developed within a period of time not exceeding twelve months from and after the date of its approval, and, if not so developed and utilized, such approval automatically shall become null and void at the expiration of such twelve-month period.

B. Upon a showing of good cause, the community development director may grant one or more ~~an~~ extensions of up to six months each, upon receipt of a written request from the applicant prior to expiration.

C. When such a request for an extension is filed, a fee in an amount established by city council resolution shall be paid for the purpose of defraying the costs incurred by the city in processing such extension of time.

SECTION 20. Section 18.46.040H of the Gardena Municipal Code related to time limits for conditional use permits is hereby amended to read as follows:

H. Time Limits for Development.

1. The subject property and the use granted under a conditional use permit shall be developed within a period of not to exceed twelve months from and after the date of granting such permit, and, if not so developed and utilized, such conditional use permit automatically shall become null and void at the expiration of such twelve month period.

2. The permittee may apply in writing to the Planning Commission for ~~one an~~ extension of time, ~~not to exceed six months~~, within which to develop and use such conditional use permit. Such application shall be made prior to the expiration of the utilization period. ~~The application for such extension of time shall be in duplicate. When such an application for an extension is filed, a filing fee established by city council resolution shall be paid for the purpose of defraying the costs incidental to the processing of such extension. Upon a showing of good cause, tThe Planning Commissioncommission, after due consideration, shall may either grant one or more or deny such extensions of up to six months each, of time for such development and use. Only one such extension shall be permitted.~~

SECTION 21. Section 18.48.030H of the Gardena Municipal Code related to time limits for variances is hereby amended to read as follows:

H. Time Limits for Development.

1. The construction or occupancy of land or buildings granted under a variance shall be utilized within a period of not to exceed twelve months from and after the date of granting such permit, and, if not so developed and utilized, such variance automatically shall become null and void at the expiration of such twelve-month period.

2. The permittee may apply in writing to the Pplanning Cecommission for ~~one an~~ extension of time, ~~not to exceed six months~~, within which to develop and use such variance. Such application shall be made prior to the expiration of the utilization period. When such an application for an extension is filed, a filing fee established by city council resolution shall be paid for the purpose of defraying the costs incidental to the processing of such extension. ~~Upon a showing of good cause, tThe Planning Commissioncommission, after due consideration, shall may either grant one or more extensions of up to six months each or deny such extension of time for such development and use. Only one such extension shall be permitted.~~

SECTION 22. Section 18.50.040E of the Gardena Municipal Code related to time limits for administrative adjustments is hereby amended to read as follows:

E. Time Limits for Development. The construction or occupancy of land or buildings granted under the administrative adjustment shall be utilized within a period not to exceed twelve months from and after the date of approval, and if not so developed and utilized, such administrative adjustment shall automatically become null and void at the expiration of such period. The permittee may apply in writing to the community development director for an one-time extension of time, not to exceed six months, prior to the expiration of the utilization period. Upon a showing of good cause, the community development director may grant one or more extensions of up to six months each. Only one such extension shall be permitted.

SECTION 23. Notwithstanding any other provision of the Gardena Municipal Code to the contrary, all entitlements that were in effect as of March 16, 2020 for site plan reviews, conditional use permits, variances, and administrative adjustments are automatically extended for a six month period from the date of expiration without the need to apply for an extension pursuant to Sections 18.44.060, 18.44.040, 18.48.030, and 18.50.040.

SECTION 24. CEQA. This Ordinance is categorically exempt from CEQA pursuant to the common sense exemption set forth in Guidelines section 15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity will have a significant effect, the activity is not subject to CEQA. None of the changes to the development standards and definitions set forth above would change the density, intensity, or allowed uses or would have other effects on the environment. The changes are primarily a reorganization and clarification of the existing code and practices relating to residential development standards. For these same reasons, the Ordinance also qualifies for an exemption under CEQA Guidelines section 15305 (Class 5) for minor alterations in land use limitations in areas with an average slope of less than 20%. No part of Gardena has a slope in excess of 20%. The changes are not for any specific project and therefore will not impact any environmental resource of hazardous or critical concern, will not create cumulative impacts, or impacts to scenic highways, hazardous waste sites, or historical resources. Because this is an ordinance pertaining to citywide development standards there will not be any significant effects on the environment due to unusual circumstances. As such, staff is directed to file a Notice of Exemption.

SECTION 25. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 26. This Ordinance shall take effect on the thirty-first day after passage.

SECTION 27. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

May 26, 2020



City of Gardena

City Council Meeting

Agenda Item No.: 8. C. (1)

Department: Elected & Administrative Offices

Meeting Date: July 28, 2020

Reso No.: 6473

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: RESO NO. 6473, APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-2021 PURSUANT TO A REVOLVING LINE OF CREDIT WITH US BANK NATIONAL ASSOCIATION

COUNCIL ACTION REQUIRED:

Approve the borrowing of funds from US Bank National Association

Action Taken

STAFF SUMMARY AND RECOMMENDATION:

To ensure the City has adequate cash flow to meet reoccurring obligations and in an effort to be fiscally prudent, the following one-year loan options were procured.

1.) US Bank National Association - \$9.5 million Line of Credit

- The unused portion is charged 35 basis points, estimated annualized interest of \$33,250
- The portion that is utilized is charged Monthly Libor Rate (.50) + 125 basis points (1.25%) for total rate of 1.75% - Estimated Annualized Interest of \$166,250
- Legal fees would be approximately \$15,000-\$20,000
- The time frame to process the loan and have it in place would be 3-4 weeks

2.) Chase Bank - \$9.5 million Line of Credit

- The unused portion is charged 50 basis points, annualized interest of \$47,500
- The portion that is utilized is charged Monthly Libor Rate (.50) + 1.75% - 2.00% which equates to a range of 2.25% - 2.50%. The annualized interest would be \$213,750 - \$237,500
- Legal fees would be approximately \$45,000
- The time frame to process the loan and have it in place would be 3-4 weeks

3.) Bank of the West & 4.) Union Bank

- Both are currently only considering Lines of Credit for its current clients. The City has no current relationship with Bank of the West or Union Bank and therefore we will not be considered.

The finance committee at its June 18, 2020 meeting approved the recommendation to establish a line of credit with US Bank National Association.

Staff therefore respectfully recommends that the City Council approve Resolution No. 6473.

FINANCIAL IMPACT:

Estimated Minimum of \$48,250 up to a maximum estimated of \$186,250 based on current Libor rates

ATTACHMENTS:

Resolution No. 6473

Exhibit A – US Bank Term Sheet

Submitted by [Signature], Ray Beeman, Chief Fiscal Officer

Date: 7/28/20

Concurred by [Signature], Clint D. Osorio, City Manager

Date: 7/28/20

RESOLUTION NO. 6473

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2020-2021 PURSUANT TO A REVOLVING LINE OF CREDIT WITH US BANK NATIONAL ASSOCIATION.

WHEREAS, the Coronavirus pandemic has substantially diminished City of Gardena tax revenues for fiscal year 2019-2020 and it is anticipated that the City will continue to experience a deficit in fiscal year 2020-2021;

WHEREAS, Pursuant to Article 7.6 (commencing with section 53850) of Chapter 4 of Part 1 of Division 2 of Title 5 of the California Government Code, the Gardena City Council (the "Council") has found and determined that moneys are needed for the requirements of the City to satisfy obligations payable from the General Fund of the City (the "General Fund"), and that it will be necessary to borrow sums for such purpose in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the City for the General Fund during or allocable to the fiscal year of the City beginning July 1, 2020 and ending June 30, 2021;

WHEREAS, U.S. Bank National Association proposes to provide the City with a revolving line of credit (the "US Bank Line of Credit Transaction") upon the terms and conditions set forth in the term sheet ("Term Sheet") attached hereto as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gardena, as follows:

SECTION 1. The revolving line of credit proposed pursuant to the Term Sheet is hereby approved and the City is authorized and empowered to consummate the US Bank Line of Credit Transaction.

SECTION 2. The City Manager, the Chief Fiscal Officer and the Mayor (the "Authorized Officers") acting individually or together be and hereby are authorized and empowered to negotiate, enter into, accept, execute and deliver any and all agreements, documents and instruments necessary to consummate the US Bank Line of Credit Transaction, including, but not limited to a Credit Agreement or similar loan agreement, a Promissory Note and related documents with respect to the revolving line of credit together with payment of such costs and expenses for which the City may be responsible at the closing of the US Bank Line of Credit Transaction; all upon such terms as the Authorized Officers shall deem proper and in the best interests of the City, such execution and/or acceptance to be conclusive evidence of such approval.

SECTION 3. The City, acting by and through its Authorized Officers, be and hereby is authorized and empowered, on behalf and in the name of the City to take such other actions and execute such other documents as may be reasonably necessary and in the best interests of the City, in the judgment of the City, acting by and through its

Authorized Officers, to consummate the foregoing resolutions; all upon such terms as the City shall deem proper and in the best interests of the City such execution and/or acceptance to be conclusive evidence of such approval; and

SECTION 4. Any actions taken or documents executed by the City prior to the date hereof in furtherance of the foregoing resolutions are hereby ratified and confirmed.

SECTION 5. This resolution is effective immediately.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered in the Book of Resolutions of the City of Gardena; and shall make a record 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 was passed and adopted.

Passed, approved and adopted this 28th day of July, 2020

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



**DISCUSSION PURPOSES ONLY
PROPOSAL
AND
TERM SHEET
("PROPOSAL")**

CREDIT FACILITY IN THE FORM OF AN UP TO

\$9,500,000 REVOLVING LINE OF CREDIT

**PROVIDED BY
U.S. Bank N.A.**

ISSUED ON BEHALF OF THE

CITY OF GARDENA, CA

NOTE: This proposal constitutes indicative terms for the described transaction for discussion only. The summary that follows is subject to credit approval and does not constitute an offer or commitment. As we obtain more information, additional substantive conditions may be required and terms may be changed or be supplemented. In addition, upon completion of our analysis and due diligence and if we obtain credit approval of this proposal, loan documentation must be created which will include terms and conditions customary to the Bank, as well as warranties and covenants specific to this transaction. To that end, this term sheet is an expression of interest only, and it is not a contract, commitment nor intent to be bound. The Bank does not intend that this term sheet or discussions relative to the terms of this term sheet create any legal rights or obligations, implicit or explicit, in favor of or against the other party. Also, no oral discussions and/or written agreements shall be in place of or supersede written loan agreements executed by your business and accepted by the Bank. Upon your acceptance of the terms and conditions contained within this letter of interest, we will seek credit approval to provide a Credit Facility for this transaction.

Credit Facility Provider:

U.S. Bank N.A. (USB)	
ASHLEY MARTIN, SENIOR VICE PRESIDENT Ph: (310) 717-5900 E-mail: ashley.martin1@usbank.com	ROB MCGLYNN, RELATIONSHIP MANAGER Ph: (213) 220-4702 E-mail: robert.mcglynn@usbank.com
DAN PETERSEN, ASSISTANT VICE PRESIDENT Ph: (503) 989-6979 E-mail: daniel.petersen@usbank.com	

<http://www.usbank.com> (for Annual ReCity)

Bank: U.S. Bank, N.A. (the "Bank").

Issuer: City of Gardena, CA (the "Issuer" or the "City")

Type of Credit Facility: Revolving Line of Credit (the "Credit Facility"). The Bank is flexible with respect to the documentation and would be amendable to a Note Purchase Agreement structure, among other structures, so long as the provisions set forth in this term sheet are included.

Amount Available: Not to exceed \$9,500,000.

Final Maturity: June 30, 2021 (as such date may be extended by the parties, the "Maturity Date")

**Interest Rate
And Credit Facility**

Fee: Advances drawn under the Credit Facility will bear interest at the Index Floating Rate set forth below and the following unutilized fee shall apply to the Credit Facility.

Term	Index Floating Rate Formula
1-year	One Month LIBOR* plus 125 basis points. Unutilized Fee: 35 basis points. *At any time One Month LIBOR is less than 50 basis points, One Month LIBOR shall be deemed to be 50 basis points for purposes of calculating the Index Floating Rate.

Upfront Fee: None.

Taxability: Interest on the Credit Facility will be federally taxable.

Line of Credit Terms:

Index Floating Rate:	Except as provided below, Advances under the Facility will bear interest at the Index Floating Rate until the Maturity Date.
Commitment Period:	Advances be requested from the closing date through the Maturity Date. Subject to the terms and conditions of the Facility, Advances under the Credit Facility may be repaid and subsequently re-borrowed. On the Maturity Date, all amounts due and owing on any outstanding Advances and any other amounts due and owing under the Credit Facility shall be due and payable.
Unutilized Fee:	The difference between the Facility Amount and the outstanding Advances drawn down under the Facility shall constitute the "Unutilized Amount." The City shall be obligated to pay an Unutilized Fee on the Unutilized Amount.
Advances:	Advances under the Facility shall occur no more frequently than once per week and subject to compliance with the conditions to each Advance as described below. Advances shall be in a minimum amount of \$250,000 or such other amount as agreed to by the Bank.
Day Count:	Interest on the Advances will be calculated on the basis of the actual number of days elapsed in a 360 day year.
Interest Payments:	Interest on the Advances will be payable in arrears on the first business day of each month.
Interest Reset Date:	The interest rate will be reset on the first calendar day of each month (the "Interest Reset Date").
Interest Recapture:	The interest rate shall not exceed the maximum lawful rate and excess interest shall be subject to recapture pursuant to the Bank's standard "clawback" provision.
Principal Repayment:	Prepayments are permitted in whole or in part, with prior notice but without premium or penalty if paid on any business day and including accrued and unpaid interest, subject to limitations as to minimum amounts of prepayments.
Default:	If any Event of Default has occurred and is continuing under the Credit Facility, interest on the Advances will accrue and be payable at the Default Rate.

Default Rate: Default Rate means the Bank's Prime Rate plus 5.0%.

General Terms and Conditions:

Security: The obligations under the Credit Facility are general obligations of the City, payable out of the taxes, income, revenue, cash receipts and other moneys which are received by the City for the General Fund during Fiscal Year 2020-21 and which are available for the payment of current expenses and other obligations of the City.

Renewal: The Credit Facility may be extended upon terms mutually agreeable to the City and the Bank pursuant to an amendment executed by both parties.

**Conditions
Precedent:**

Normal and customary closing conditions for transactions of this nature including, but not limited to, the following: execution and delivery of the Facility Agreement and other related documentation, including a promissory note, and, if the City plans to post the Agreement to EMMA, the Bank and the City agree that the Facility Agreement will be redacted to remove any pricing terms; appropriate certifications from the City including: no default, no material adverse change and incumbency certification; payment of fees and expenses due at closing; an authorizing resolution of the City; completion of diligence and satisfactory documentation; no material adverse change to Issuer. The Bank shall also receive customary opinions from the City's counsel regarding the due authorization, validity and enforceability of the Credit Facility and other matters.

**Representations
and Warranties:**

Those customary for transactions of this nature including, but not limited to, the following: due authorization and execution, validity and enforceability of the Facility Agreement and related documentation; no material litigation; accuracy of documents, financial statements and other information furnished to the Bank and no material adverse change to the City since last audited financial statement; no sovereign immunity; compliance with usury and other laws; no contravention with other documents; necessary permits and approvals obtained; nature of City's obligations to the Bank and the security therefor; compliance with laws including anti-terrorism and anti-money laundering.

**Financial
Statements:**

For so long as the amounts are due and owing under the Credit Facility the City shall provide the Bank with audited financial statements on a going forward basis within 210 days of the fiscal year end.

Financial

Covenants:

The following key financial covenants are required under the Credit Facility:

- 1) The City covenants to levy and collect taxes and other anticipated revenues sufficient to pay principal and interest under the Credit Facility.
- 2) Minimum Debt Rating Covenant: The City must maintain General Obligation Ratings of at least A3 by Moody's or its equivalent. If the General Obligation Rating is withdrawn, suspended or otherwise unavailable for credit related reasons, an Event of Default will occur under the Credit Facility.

Other Covenants/

Provisions:

Those customary for transactions of this nature including: compliance with applicable law and terms of related documents; security of the Credit Facility; information reporting; access to records; further assurance; continued existence; restrictions on amendments. The Facility Agreement shall also contain the Bank's standard yield protection (including Dodd Frank and Basel III protection regardless of the date of enactment) and withholding and tax indemnification; waiver of jury trial and California judicial review; indemnification; redaction; jurisdiction/venue; assignment and participation and the Bank's other standard provisions customary for a Credit Facility of this nature.

Events of Default:

Those customary for transactions of this nature including, but not limited to, the following: failure to pay principal and interest on any Advance when due; cross default/cross acceleration to any contract evidencing or securing any other City General Obligation debt; bankruptcy or insolvency of Issuer; declaration of a moratorium by the Issuer or any governmental authority of competent jurisdiction with respect to any debt; material inaccuracy of any representation and warranty; failure to comply with covenants; invalidity or contest of City's obligations under the Facility Agreement or any other document related to the Credit Facility; default in payment of any judgment in the amount greater than \$10 Million.

Remedies:

Those customary for transactions of this nature including, but not limited to, the following: acceleration of amounts owed and outstanding under the Facility Agreement; set-off; or any other remedy allowed by law, by contract or equity. Upon the occurrence of an Event of Default, the Credit Facility shall become due and payable immediately.

Indemnification:

To the extent permitted by law, the Issuer shall indemnify the Bank, including tax indemnity, for all circumstances except those caused by the gross negligence or willful misconduct of the Bank.

Participation: The Bank shall have the right to sell risk participations in the Credit Facility. However, the sale of such risk participations shall not limit the Bank's obligation to make loans under the Credit Facility.

Bank Counsel: Andrew Borders
Kutak Rock LLP
Andrew.Borders@kutakrock.com
Office: 816.502.4624
Mobile: 312.545.7650

Legal Fees/Expenses: Estimated at \$15,000 and capped at \$20,000. The City will be responsible for the legal fees and expenses of counsel to the Bank, whether or not the Credit Facility closes

Credit Approval: The Bank has received preliminary credit approval based on these terms subject to final due diligence. The Bank will endeavor to provide formal credit approval (based on discussions with the City and its finance team) within 7 business days.

Term Sheet Expiration: This proposal is valid for 60 days.

NOTE: *This proposal is not a commitment. It is offered as indicative terms on which the Bank is willing to seek credit approval to provide the Credit Facility. The Bank's participation in this transaction is subject to the foregoing terms, completion of appropriate diligence, satisfactory documentation and approval of the Bank's credit committee.*

As we obtain more information, additional substantive conditions may be required and terms may be changed or be supplemented. In addition, upon completion of our analysis and due diligence and if we obtain credit approval of this proposal, loan documentation must be created which will include terms and conditions customary to the Bank, as well as warranties and covenants specific to this transaction.

To that end, this term sheet is an expression of interest only, and it is not a contract, commitment nor intent to be bound. The Bank does not intend that this term sheet or discussions relative to the terms of this term sheet create any legal rights or obligations, implicit or explicit, in favor of or against the other party. Also, no oral discussions and/or written agreements shall be in place of or supersede written loan agreements executed by your business and accepted by the Bank.

Upon your acceptance of the terms and conditions contained within this letter of interest, we will seek credit approval to provide a Credit Facility for this transaction.

The terms and pricing proposed in this term-sheet are based on the structure described herein. Any changes in the foregoing structure may have an impact on the pricing quoted in this term sheet. If the City agrees with the proposed terms and conditions, please have an authorized representative of the City execute and return one of the enclosed copies for our records. Returning a signed copy of this Proposal does not commit the City to the terms and

conditions of this Proposal, but rather indicates the City's willingness to work exclusively with U.S. Bank towards the issuance of a commitment and our obligation to pursue final credit approval.

The foregoing terms and conditions are hereby accepted and agreed:

City of Gardena, California

By: _____

Title: _____

Date: _____



City of Gardena

City Council Meeting

Agenda Item No.: 8. C. (2)(a&b)

Department: Elected & Administrative Offices

Meeting Date: July 28, 2020

Reso No.: 6474

AGENDA REPORT SUMMARY

TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA TITLE: **RESO NO. 6474, AUTHORIZING THE ISSUANCE AND SALE OF BONDS TO REFUND CERTAIN PENSION OBLIGATIONS OF THE CITY, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT, AUTHORIZING JUDICIAL VALIDATION PROCEEDINGS RELATING TO THE ISSUANCE OF SUCH BONDS AND AUTHORIZING ACTIONS RELATED THERETO**

COUNCIL ACTION REQUIRED:

- a.) Approve Resolution No. 6474, authorizing the issuance and sale of bonds to refund certain pension obligations of the City, approve the form and authorizing the execution of a trust agreement, authorize judicial validation proceedings relating to the issuance of such bonds and authorize actions related thereto, and;
- b.) Authorize the City Manager and the Chief Fiscal Officer to take all administrative and budgetary actions necessary to perform the bond issuance, including the negotiation and execution of agreements with Quint & Thimmig LLP for judicial validation proceedings, bond counsel, and disclosure counsel services; KNN Public Finance to act as municipal advisor; and US Bank National Association to act as trustee.

Action Taken

STAFF SUMMARY AND RECOMMENDATION:

Due to the devastating effects of the COVID-19 pandemic, the City's 2020-2021 adopted budget forecasts a structural deficit of \$1.8 million. Despite staff reductions and furloughs, the disruption to the City's revenue streams has been catastrophic. Staff has therefore been exploring solutions to address these budget deficits given the City's finite resources and the evolving nature of an uncertain economy.

The issuance of pension obligation bonds will allow the City to prepay up to 100% of the projected UAL, based on the most recent valuation report recently released by CalPERS. With the lower interest rates paid on the bonds as compared to the current 7% interest rate charged by CalPERS, and an estimated 27-year bond repayment schedule (presuming call provisions are not exercised), the City could potentially achieve budgetary savings of between \$34.4 to \$58.1 million (based on an estimated interest rate from 3.472% to 5.056%, respectively) over the life of the bond financing.

The resolution being presented to the City Council authorizes staff and bond counsel to submit the necessary documents to the Los Angeles County Superior Court to start the judicial validation process, which is the first step in the bond issuance process and takes at least 90 days. This will also set the parameters for the total bond issuance (\$101.49 million) and the maximum interest rate (5.056%) that the City is willing to accept. The City however is hopeful that an interest rate closer to the current market rate of 3.472% will be procured.

The Finance Committee approved the recommendation in regards to the issuance of pension obligations bonds at the July 20, 2020 meeting and directed staff to move forward with steps to gain Council approval.

Staff therefore respectfully recommends that Council approve Resolution No. 6474 and to authorize the City Manager and Chief Fiscal Officer to take all administrative and budgetary actions necessary to perform the bond issuance.

FINANCIAL IMPACT:

Fees are contingent upon issuance of the bonds

ATTACHMENTS:

Resolution No. 6474
Trust Agreement
Staff Report

Professional Services Agreement – KNN Public Finance
Professional Services Agreement – Quint & Thimmig LLP

Submitted by [Signature], Ray Beeman, Chief Fiscal Officer

Date: 7/28/20

Concurred by [Signature], Clint D. Osorio, City Manager

Date: 7/28/20

CITY COUNCIL MEETING AGENDA STAFF REPORT

Agenda Item No.:	8. C. (2)(a&b)
Department:	Elected & Administrative
Meeting Date:	07/28/2020
Reso. No.:	6474

AGENDA TITLE: RESO NO. 6474, AUTHORIZING THE ISSUANCE AND SALE OF BONDS TO REFUND CERTAIN PENSION OBLIGATIONS OF THE CITY, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT, AUTHORIZING JUDICIAL VALIDATION PROCEEDINGS RELATING TO THE ISSUANCE OF SUCH BONDS AND AUTHORIZING ACTIONS RELATED THERETO

RECOMMENDATION:

Staff respectfully recommends that the City Council authorize the following:

- a.) Approve Resolution No. 6474, authorizing the issuance and sale of bonds to refund certain pension obligations of the City, approve the form and authorizing the execution of a trust agreement, authorize judicial validation proceedings relating to the issuance of such bonds and authorize actions related thereto, and;
- b.) Authorize the City Manager and the Chief Fiscal Officer to take all administrative and budgetary actions necessary to perform the bond issuance, including the negotiation and execution of agreements with Quint & Thimmig LLP for judicial validation proceedings, bond counsel, and disclosure counsel services; KNN Public Finance to act as municipal advisor; and US Bank National Association to act as trustee.

ANALYSIS:

Over the last several years, CalPERS has made significant changes to the assumptions used in the calculations of local agencies' pension liabilities. These changes have resulted in (1) an increased overall unfunded pension liability as the discount rate has been reduced from 7.5% to 7.0%, and (2) sharp increases in annual payments due to CalPERS in earlier years followed by declining payments in later years due to the method of amortizing the unfunded accrued actuarial liability (the "UAAL") payments.

The City has three CalPERS plans – a PEPRA Police plan, a Public Safety plan and a Miscellaneous Employee's plan. Each plan's UAAL is comprised of multiple "amortization bases," which are positive and negative amounts generated each year based on the performance of the CalPERS Investment Fund and changes in the actuarial assumptions. Each amortization base has a separate payment schedule over a fixed period of years. Because of the CalPERS methodology, some of the payments continue to increase each year while others will drop off. This creates a significant increase in UAAL payments in the next 10 years from \$7.1 to \$11.4 million and significant decreases in UAAL payments in the subsequent 10 years, from \$11.4 million down to \$2.2 million.

The difficulty for the City, as well as many other local agencies, is the ability to pay these large payments to CalPERS over the next 10 to 15 years, while still trying to maintain a structurally balanced budget. Because of the dire economic impacts of revenue shortfalls due to the

COVID-19 pandemic, the City is focused on attempting to minimize the annual increases in the payments to CalPERS in hopes that future structurally balanced budgets can be maintained resulting in manageable impacts to the service levels offered to the residents and businesses of Gardena. On July 14, 2020, a Study Session was presented to City Council, which discussed options for addressing the City's growing UAAL payments as well as strategies to ensure future structurally balanced budgets. This presentation was also given during the July 20, 2020 Finance Committee meeting. Both City Council and the Finance Committee unanimously provided staff with direction to begin the process to refinance the City's current UAAL through the issuance of pension obligation bonds.

Through the issuance of pension obligation bonds to prepay the existing UAAL, the City has better control over the level of payments required to pay debt service on the bonds. These payments are anticipated to be level each year, so that the City can better plan its pension expense for budgeting purposes.

The first step in the bond issuance process is a judicial validation by the court. The only issue that the courts will consider is the legal ability of the City to issue pension obligation bonds, and whether the sale of the bonds meets the State of California constitutional requirements. Any potential financial impacts are not part of the court's analysis. This is required because there is no specific statute authorizing the issuance of pension obligation bonds.

At the conclusion of the validation process, the court will enter a judgment in favor of the City that the obligation of the City (the liability owed to CalPERS), legally represents an "obligation imposed by law". Numerous prior court cases have determined that pension liabilities are obligations imposed by law, and therefore are exempt from the debt limitation requirements set forth in Article XVI, Section 18, of the California Constitution. Many other cities have followed this same process for the issuance of pension obligation bonds.

The resolution being presented to the City Council authorizes staff and bond counsel to submit the necessary documents to the Los Angeles County Superior Court to start the judicial validation process as well as approve the following: (1) issue the bonds in an amount not-to-exceed \$101,490,000 (based on the City's UAAL of \$100.5 million as of February 4, 2020, as set forth in the Rate Adjustment Letter received from CalPERS, as determined by PERS, plus the underwriter's discount on the bonds, plus any original issue discount on the bonds, plus the costs of issuance of the bonds, requiring that the true interest cost to the City on the bonds shall not exceed 5.056%, and requiring that the bonds shall mature not later April 1, 2048 (the current PERS final amortization of the City's unfunded accrued actuarial liability as set forth in the Actuarial Reports) and (2) a draft form of the Trust Agreement for the bonds. The Trust Agreement identifies the duties and responsibilities of the trustee, establishes the terms and conditions for the bond issuance, as well as the security for the payment of the principal and interest on the bonds.

Upon City Council approval of this resolution, two concurrent processes will begin. The first is the validation process referred to above, which is expected to take at least 90 days. The second is that staff and consultants will prepare other required financing documents and submit the financing to credit agencies for a credit rating on the bonds.

The final actions to be taken by the City Council will be presented in October or November 2020, near the conclusion of the validation proceedings. Specifically, the actions include approval of substantially final forms of a preliminary official statement and a bond purchase agreement, as well as the underwriting discount. The estimated savings from issuing the

bonds will be updated at that time based on changes in market conditions and an updated UAAL bond size, if all three of the City's CalPERS plans' UAAL are 100% paid. A financial analysis of the cost-effectiveness of prepaying all of the City's CalPERS plans' UAAL is underway and will be presented to the City Council when complete to support the staff recommendation of which plans to fund and at what level. The action recommended at this meeting is to validate the maximum amount that could be required to pay all plans in full.

FINANCIAL

The issuance of pension obligation bonds for the refinancing of certain pension obligations of the City will reduce the annual costs related to the UAAL the City currently is obligated to pay CalPERS. As of February 4, 2020, the most current actuarial valuation available from CalPERS via the Rate Adjustment Letter, the City's UAAL for all citywide employees and retirees is approximately \$100.5 million. Approximately 52% of the UAAL is related to public safety employees, and 48% is related to non-safety employees.

Currently, annual UAAL payments to CalPERS will range from approximately \$7.1 million for fiscal year 2020-21, up to approximately \$11.5 million at the peak in fiscal year 2032-33. It is highly likely that these forecasted increases will impact the ability of the City Council to adopt and maintain structurally balanced budgets. It is also likely to impact the high level of services currently provided to Gardena's residents and businesses.

The issuance of pension obligation bonds will allow the City to prepay up to 100% of the projected UAAL, based on the most recent valuation report recently released by CalPERS. With the lower interest rates paid on the bonds as compared to the current 7% interest rate charged by CalPERS, and an estimated 27-year bond repayment schedule (presuming call provisions are not exercised), the City could potentially achieve budgetary savings of between \$58.1 to \$34.4 million (based on an estimated interest rate from 3.472% to 5.056%) over the life of the bond financing. By issuing pension obligation bonds, the City will be contractually obligated to make annual debt service payments to the bondholders. One option is to structure the annual debt service payments as a level dollar amount over the life of the bonds to achieve immediate budgetary savings and predictable payments relative to the expected increases in the annual UAAL payments. The structured payments will be key to creating future structurally balanced budgets allowing staff to continue to provide the highest services levels to residents and businesses. Of note, all of these estimated cost savings are subject to market conditions at the time of our actual bond issuance, and are based on the CalPERS discount rate remaining at 7%.

CONCLUSION

Staff therefore respectfully recommends the approval of Resolution No. 6474, authorizing the issuance and sale of bonds to refund certain pension obligations of the City, approve the form and authorizing the execution of a trust agreement, authorize judicial validation proceedings relating to the issuance of such bonds and authorize actions related thereto, and to;

Authorize the City Manager and the Chief Fiscal Officer to take all administrative and budgetary actions necessary to perform the bond issuance, including the negotiation and execution of agreements with Quint & Thimmig LLP for judicial validation proceedings, bond counsel, and disclosure counsel services; KNN Public Finance to act as municipal advisor; and US Bank National Association to act as trustee.

Submitted by:



Ray Beeman
Chief Fiscal Officer

Date: July 28, 2020

Concurred by:



Clint D. Osorio
City Manager

Date: July 28, 2020

RESOLUTION NO. 6474

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF BONDS TO REFUND CERTAIN PENSION OBLIGATIONS OF THE CITY, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT, AUTHORIZING JUDICIAL VALIDATION PROCEEDINGS RELATING TO THE ISSUANCE OF SUCH BONDS AND AUTHORIZING ACTIONS RELATED THERETO

RESOLVED, by the City Council (the "Council") of the City of Gardena (the "City"), Los Angeles County, State of California, as follows:

WHEREAS, the City has previously elected to become a contracting member of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Public Employees' Retirement Law (commencing with section 20000 of the California Government Code) and the contract (the "CalPERS Contract") between the Board of Administration of CalPERS and the City Council of the City (the "City Council") obligate the City to (i) make contributions to CalPERS to fund pension benefits for certain City employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, as of February 4, 2020, the City's total unfunded accrued actuarial liability to CalPERS was \$100,569,356;

WHEREAS, the City desires to authorize the issuance of its City of Gardena Taxable Pension Obligation Bonds, Series 2020 (the "Bonds") pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Bond Law"), for the purpose of refunding all or a portion of the City's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits under the Public Employees' Retirement Law, and paying the costs of issuance of the Bonds, and for no other purpose;

WHEREAS, the obligations of the City with respect to the Bonds, including the obligation to make all payments of interest and principal on the Bonds when due, will be obligations of the City imposed by law and will be absolute and unconditional, without any right of set-off or counterclaim, the Bonds will not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation, neither the Bonds nor the obligations of the City to make payments on the Bonds will constitute an indebtedness of the City, the State of California or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction and the Council will be obligated to make appropriations to pay the Bonds from any source of legally available funds of the City;

WHEREAS, the City has determined the advisability of filing an action to determine the validity of the Trust Agreement (hereinafter defined) and the Bonds and the actions proposed to be taken in connection therewith; and

WHEREAS, pursuant to section 5852.1 of the Government Code, certain information relating to the Bonds is set forth in Exhibit A attached to this Resolution, and such information is hereby disclosed and made public;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

SECTION 1. Authorization. Bonds, in the aggregate principal amount of not to exceed one hundred one million four hundred ninety thousand dollars (\$101,490,000) are hereby authorized to be issued by the City under and subject to the terms of the Bond Law and this Resolution for the purpose of refunding the City's obligation to CalPERS evidenced by the CalPERS Contract and paying the costs of issuance of the Bonds.

SECTION 2. Approval of Trust Agreement. The Council hereby approves trust agreement, by and between the City and U.S. Bank National Association, as trustee, prescribing the terms and provisions of the Bonds and the application of the proceeds of the Bonds in the form on file with the City Clerk (the "Trust Agreement"). The Mayor, the City Manager and the Chief Fiscal Officer (each, an "Authorized Officer"), each acting alone, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest to such signatures on, the Trust Agreement for and in the name and on behalf of the City in such form, together with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, subject to the advice of Bond Counsel and the City Attorney, such approval to be conclusively evidenced by the execution and delivery of the Trust Agreement. Under no circumstances shall the elected Mayor be authorized to make any such changes on his or her own. The Council hereby authorizes the delivery and performance of the Trust Agreement.

SECTION 3. Offering and Sale of the Bonds. The Bonds shall be offered and sold to investors pursuant to a preliminary official statement the form of which shall be approved by the Council at a future meeting. The Council hereby authorizes the sale of the Bonds to an underwriter to be selected through a competitive process (the "Underwriter") so long as the true interest rate on the Bonds does not exceed 5.056% per annum and so long as the Bonds mature no later than April 1, 2048. The form of bond purchase agreement, by and between the City and the Underwriter, shall be approved by the Council at a future meeting.

SECTION 4. Validation Action. In order to determine the validity of the Trust Agreement and the Bonds and the actions authorized by this Resolution and the Trust Agreement to be taken in connection therewith, the Council hereby authorizes the City Attorney, in concert with Bond Counsel, to prepare and cause to be filed and prosecuted to completion all proceedings required for the judicial validation of the Bonds in the Superior Court of Los Angeles County, under and pursuant to the provisions of sections 860 *et seq.* of the California Code of Civil Procedure. The Council further authorizes the Authorized Officers, the City Clerk, and any and all other officers, employees and agents of the City to take any and all actions, including the execution and delivery or appropriate documentation, as may be required to conclude such judicial validation proceedings.

SECTION 5. Retention of Consultants.

(a) KNN Public Finance, LLC is hereby retained as municipal advisor to the City in connection with the issuance, sale and delivery of the Bonds, the compensation for such services, which shall be fully contingent upon the successful conclusion of the financing, shall

be as set forth in the such firm's agreement for municipal advisory services on file with the City Clerk.

(b) Quint & Thimmig LLP is hereby retained as bond counsel and disclosure counsel to the City in connection with the issuance, sale and delivery of the Bonds, the compensation for such services, which shall be fully contingent upon the successful conclusion of the financing, shall be as set forth in the such firm's agreement for legal services on file with the City Clerk.

SECTION 6. Official Actions. The Authorized Officers and any and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in the issuance, sale and delivery of the Bonds. Whenever in this Resolution any officer of the City is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. All actions heretofore taken by any Authorized Officer or any office, employee or agent of the City with respect to the Bonds, the validation proceedings or in connection with or related to any of the agreements referred to herein are hereby approved, ratified and confirmed.

SECTION 7. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption hereof.

Passed, approved and adopted this 28th day of July, 2020

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

EXHIBIT A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the District's municipal advisor which has been represented to have been provided in good faith:

(A) True Interest Cost of the Bonds: 3.472%

(B) Finance Charges (Costs of Issuance): \$920,644

(C) Net Proceeds to be Received for the Bonds (net of finance charges): \$100,569,356

(D) Total Payment Amount through Maturity: \$147,023,050

The foregoing estimates constitute good faith estimates only.

The principal amount of the Bonds, the true interest cost of the Bonds, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates with respect to the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

TRUST AGREEMENT

Dated as of [December] 1, 2020

by and between the

CITY OF GARDENA

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

**City of Gardena
(Los Angeles County, California)
Taxable Pension Obligation Bonds, Series 2020**

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EXHIBIT A FORM OF 2020 BOND

TRUST AGREEMENT

THIS TRUST AGREEMENT made and entered into and dated as of [December] 1, 2020 (the "Trust Agreement") by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as Trustee (the "Trustee") and the CITY OF GARDENA (the "City"), a duly organized, validly existing and operating municipal corporation and general law city, under the laws of the State of California.

WITNESSETH:

WHEREAS, the City is obligated by the Public Employees' Retirement Law, commencing with section 20000 of the California Government Code, as amended (the "Retirement Law"), to make payments to the California Public Employees' Retirement System (the "System") relating to pension benefits accruing to the System's members, including the City;

WHEREAS, the City is obligated specifically to make certain payments to the System in respect of current and retired public safety employees and miscellaneous employees under the pension programs of the System that amortize such obligations over a fixed period of time, including normal costs (collectively, the "Pension Obligation");

WHEREAS, the Pension Obligation is evidenced by a contract or contracts with the System with respect to public safety employees and miscellaneous employees of the City, as heretofore and hereafter amended from time to time (collectively, the "CalPERS Contract");

WHEREAS, the City is authorized pursuant to Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "Act") to issue bonds for the purpose of refunding any evidence of indebtedness of the City;

WHEREAS, for the purpose of refunding the City's obligations to the System evidenced by the CalPERS Contract and thereby providing funds to the System in payment of the Pension Obligation, the City has determined to issue an initial Series of Bonds hereunder, captioned the "City of Gardena (Los Angeles County, California) Taxable Pension Obligation Bonds, Series 2020" in the aggregate principal amount of \$_____ (the "2020 Bonds"), all pursuant to and secured by this Trust Agreement providing for the issuance of the 2020 Bonds and, collectively with Additional Bonds, the "Bonds," all in the manner provided herein;

WHEREAS, the City filed a complaint in the Superior Court of the State for the County of Los Angeles pursuant to the procedures available to it under section 860 *et seq.* of the California Code of Civil Procedure and following, seeking judicial validation of the transactions relating to the issuance of the Bonds;

WHEREAS, on _____, 2020, the court entered a default judgment to the effect, among other things, that the CalPERS Contract, this Trust Agreement and the Bonds are valid and binding obligations of the City under the Constitution and laws of the State;

WHEREAS, to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to secure the payment of the principal thereof and interest thereon, the City has authorized the execution and delivery of this Trust Agreement; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the valid,

binding and legal obligations of the City payable in accordance with their terms, and to constitute this Trust Agreement a valid and binding agreement of the parties hereto for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Trust Agreement have been in all respects duly authorized;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under this Trust Agreement, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the City does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any Supplemental Trust Agreement and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

"Act" means Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code.

"Additional Bonds" means all Bonds of the City authorized by and at any time Outstanding pursuant hereto and executed, issued and delivered in accordance with Article III.

"Aggregate Principal Amount" means, as of any date of calculation, the principal amount of the Bonds referred to.

"Authorized Denominations" means \$5,000 principal amount or any integral multiple thereof.

"Authorized Representative" means the Mayor, the City Manager of the City of Gardena and his or her respective designees designated in writing to the Trustee.

"Beneficial Owner" means the beneficial owner of each such Bond, determined under the rules of DTC.

"Bond Fund" means the Bond Fund established in Section 4.01(a) of the Trust Agreement.

"Bond Insurance Policy" means the municipal bond insurance policy issued by the Bond Insurer, if any, insuring the payment when due of principal of and interest on a Series of Bonds as provided therein.

"Bond Insurer" shall mean the provider, if any, of a Bond Insurance Policy, or any successor thereto.

"Bonds" means the 2020 Bonds and all Additional Bonds.

"Business Day" means any day other than a Saturday or Sunday or day upon which the Trustee is authorized by law to remain closed.

"CalPERS Contract" means the contracts relating to the Safety Plan (ID _____) and the Miscellaneous Plan (ID _____), each between the City and the System, as heretofore and hereafter amended from time to time.

"Certificate of the City" means an instrument in writing signed by any one of the Authorized Representatives of the City or such officer's designee, or by any other officer of the City duly authorized by the City Council of the City in writing to the Trustee for that purpose. If and to the extent required by the provisions of Section 10.07, each Certificate of the City shall include the statements provided for in Section 10.07.

"City" means the City of Gardena, California.

"Closing Date" means the date on which the 2020 Bonds are delivered to the original purchaser for the 2020 Bonds.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the City dated the date of issuance and delivery of the 2020 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Corporate Trust Office" means such corporate trust office of the Trustee as may be designated from time to time by written notice from the Trustee to the City, initially being in Los Angeles, California. The Trustee may designate in writing to the City and the Owner such other office or agency from time to time for purposes of registration, transfer, exchange, payment or redemption of Bonds.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City and related to the Bonds, including, but not limited to, costs of preparation and reproduction of documents, costs of rating agencies and costs to provide information required by rating agencies, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, fees and expenses of the Underwriter or placement agent, fees and charges for preparation, execution and safekeeping of the Bonds, premiums for bond insurance, if any, and any other cost, charge or fee in connection with the original execution and delivery of the Bonds.

"Costs of Issuance Fund" means the Costs of Issuance Fund established in Section 2.12(b).

"Defeasance Securities" means:

(a) Cash; and

(b) Obligations of or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States, including:

- U.S. Treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

"DTC" means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Bonds including any such successor appointed pursuant to Section 2.07 hereof.

"Fiscal Year" means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the City as its fiscal year in accordance with applicable law.

"Independent Certified Public Accountant" means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the City, and who, or each of whom

--
(a) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the City;

(b) does not have a substantial financial interest, direct or indirect, in the operations of the City; and

(c) is not connected with the City as a member, officer or employee of the City, but who may be regularly retained to audit the accounting records of and make reports thereon to the City.

"Interest Account" means the account by that name established in Section 4.02.

"Interest Payment Date" means each April 1 and October 1, commencing April 1, 2021.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

"Opinion of Counsel" means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 7.02) all Bonds except

(a) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.01; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the City pursuant hereto.

"Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Permitted Investments" means any of the following to the extent permitted by the laws of the State:

(a) Defeasance Securities;

(b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration
- Federal Financing Bank;

(c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies approved by the Bond Insurer;

(d) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's Ratings Services and which mature not more than three hundred sixty (360) calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(e) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by Standard & Poor's Ratings Services and which matures not more than two hundred seventy (270) calendar days after the date of purchase;

(f) Investments in a money market fund rated at the time of purchase "AAAm" or "AAAm-G" or better by Standard & Poor's Ratings Services, including funds for which the Trustee or its affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise;

(g) Pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(i) which are rated at the time of purchase, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Standard & Poor's Ratings Services or any successors thereto; or

(ii) which are fully secured as to interest and principal and redemption premiums, if any, by an escrow consisting only of cash or obligations described in paragraph (2) of the definition of Defeasance Securities, which escrow may be applied only to the payment of such interest and principal and redemption premiums, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premiums, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) Municipal obligations rated at the time of purchase "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by Standard & Poor's Ratings Services; and

(i) The Local Agency Investment Fund (as that term is defined in section 16429.1 of the California Government Code, as such section may be amended or re-codified from time to time).

The value of the above investments shall be determined as follows:

(a) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall have no duty in connection with the determination of fair market value other than to follow: (i) its normal practices in the purchase, sale and determining the value of Permitted Investments; and (ii) the investment directions of the City. The Trustee may utilize and rely on computerized securities pricing services that may be available to it, including those available through its regular accounting system;

(b) As to certificates of deposit and bankers' acceptances, the face amount thereof; and

(c) As to any investment not specified above, the value thereof established by prior agreement among the City, the Trustee and, if applicable, the Bond Insurer.

"Principal Account" means the account by that name established in Section 4.02.

"Person" means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Principal Amount" means as to any Bond, the principal amount thereof.

"Principal Payment Date" means each April 1, commencing April 1, 2021.

"Rating Agencies" means S&P Global Ratings or, if S&P Global Ratings no longer maintains a rating on the Bonds, any other nationally recognized bond rating agency then maintaining a rating on the Bonds, but, in each instance, only so long as S&P Global Ratings or other nationally recognized rating agency then maintains a rating on the Bonds.

"Record Date" means the close of business on the 15th day of the month preceding any Interest Payment Date, whether or not such day is a Business Day.

"Refunding Fund" means the fund by that name established in Section 2.12(a).

"Representation Letter" means the Letter of Representations from the City and the Trustee to DTC, or any successor securities depository for the Bonds.

"Retirement Law" means the Public Employees' Retirement Law, commencing with section 20000 of the California Government Code, as amended.

"Serial Bonds" means Bonds for which no sinking fund payments are provided.

"Series" means all of the Bonds designated as being within a certain series, regardless of variations in maturity date, interest rate, redemption and other provisions, and any Bonds thereafter issued in transfer or exchange for such Bonds pursuant to this Trust Agreement.

"State" means the State of California.

"Surplus Account" means the account by that name established in Section 4.02.

"Supplemental Trust Agreement" means any trust agreement then in full force and effect which has been duly executed and delivered by the City and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Trust Agreement is specifically authorized hereunder.

"System" means the California Public Employees' Retirement System.

"Term Bonds" means Bonds which are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

"Trust Agreement" means this Trust Agreement, dated as of [December] 1, 2020, between the City and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

"Trustee" means U.S. Bank National Association, or any other association or corporation which may at any time be substituted in its place as provided in Section 6.01.

"2020 Bonds" means the City of Gardena (Los Angeles County, California) Taxable Pension Obligation Bonds, Series 2020.

"Underwriter" means, for the 2020 Bonds, _____, and for any Additional Bonds, the underwriter for such Additional Bonds.

"Written Request of the City" means an instrument in writing signed by any one of the Authorized Representatives of the City or such officer's designee, or by any other officer of the City duly authorized by the City Council of the City in writing to the Trustee for that purpose.

Section 1.02. Trust Agreement Constitutes Contract. In consideration of the acceptance of the Bonds by the Owners thereof, the Trust Agreement shall be deemed to be and shall constitute a contract among the City, the Trustee and the Owners from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to provide for the

payment of the interest on, principal of, and redemption premium (if any) on, all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the City shall be for the equal and proportionate benefit, protection and security of all Owners of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

ISSUANCE OF 2020 BONDS; GENERAL BOND PROVISIONS

Section 2.01. Authorization and Purpose of Bonds. The City has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and that the City is now duly authorized, pursuant to each and every requirement of the Act, to issue the Bonds in the form and manner and for the purpose provided herein and that the Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

The obligations of the City under the Bonds, including the obligation to make all payments of interest and principal when due, are obligations of the City imposed by law and are absolute and unconditional, without any right of set-off or counterclaim. Neither the Bonds nor the obligation of the City to make payments on the Bonds constitute an indebtedness of the City, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2.02. Terms of the 2020 Bonds; General Bond Provisions. The 2020 Bonds shall be designated "City of Gardena (Los Angeles County, California) Taxable Pension Obligation Bonds, Series 2020" and shall be in the aggregate principal amount of \$_____. The 2020 Bonds shall be dated the date of original delivery, shall be issued only in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of 2020 Bonds maturing at any one time), and shall mature on the dates and in the principal amounts and bear interest at the rates as set forth in the following table:

Payment Date (April 1)	Principal Amount	Rate of Interest
		%

The Bonds shall bear interest at the rates (based on a 360-day year of twelve 30-day months) set forth above, payable on the Interest Payment Dates for the Bonds. The Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication is an Interest Payment Date or during the period from the sixteenth day of the month preceding an Interest Payment Date to such Interest Payment Date, in which event they shall bear interest from such Interest Payment Date, or unless such date of authentication is prior to the first Record Date, in which event they shall bear interest from their dated date; provided, however, that if at the time of authentication of any Bond interest is then in default on the Outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds. Payment of interest on the Bonds due on or before the maturity or prior redemption thereof shall be made to the person whose name appears in the 2020 Bonds registration books kept by the Trustee pursuant to Section 2.08 as the registered owner thereof as

of the close of business on the Record Date for an Interest Payment Date, whether or not such day is a Business Day, such interest to be paid by check mailed on the Interest Payment Date by first-class mail to such registered owner at the address as it appears in such books; provided, that upon the written request of an Owner of \$1,000,000 or more in aggregate principal amount of Bonds received by the Trustee prior to the applicable Record Date, interest shall be paid by wire transfer in immediately available funds. Any such written request shall remain in effect until rescinded in writing by the Owner.

The principal of the Bonds shall be payable in lawful money of the United States of America at the Corporate Trust Office of the Trustee. Payment of the principal of the Bonds shall be made upon the surrender thereof at maturity or on redemption prior to maturity at the Corporate Trust Office of the Trustee.

Section 2.03. Redemption of 2020 Bonds.

(a) *Optional Redemption.* The 2020 Bonds maturing on or before April 1, 20__ shall not be subject to optional redemption prior to maturity. The 2020 Bonds maturing on or after April 1, 20__ shall be subject to redemption prior to their maturity date, at the option of the City, pro rata within a maturity on any date on or after April 1, 20__, at a redemption price equal to the principal amount of the 2020 Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium. In the event of a redemption of the 2020 Bonds pursuant to this Section 2.03(a), the City shall provide the Trustee with a revised sinking fund schedule giving effect to the redemption so completed.

(b) *Mandatory Sinking Fund Redemption.* The 2020 Term Bonds maturing on April 1, 20__ are subject to mandatory sinking fund redemption on the dates and in the amounts specified below, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption, without premium. The principal amount of such term bonds to be so redeemed and the dates therefor shall be as follows:

Redemption Date (April 1)	Principal Amount
_____	_____

† Maturity Date

The 2020 Term Bonds maturing on April 1, 20__ are subject to mandatory sinking fund redemption on the dates and in the amounts specified below, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption, without premium. The principal amount of such term bonds to be so redeemed and the dates therefor shall be as follows:

Redemption Date (April 1)	Principal Amount
_____	_____

† Maturity Date

(c) *Selection of Bonds for Redemption.* If less than all of the outstanding Bonds are to be redeemed prior to maturity, redemption payments will be made on a pro rata basis within a

maturity to each Owner in whose name such Bonds are registered at the close of business on the 15th day of the calendar month immediately preceding the redemption date.

So long as the Bonds are held in book-entry form, Bonds equal to \$5,000 or any integral multiple thereof will be redeemed within a maturity on a pro rata pass-through distribution of principal basis in accordance with DTC procedures; and, if the DTC operational arrangements do not allow for redemption on a pro rata pass-through distribution of principal basis, the portions of the Bonds will be selected for redemption, in accordance with DTC procedures, by lot.

It is the City's intent that the redemption allocations described in this Trust Agreement with respect to the Bonds within a maturity be made on a pro rata pass-through distribution of principal basis. However, the City can provide no assurance that DTC, the Participants or any other intermediaries will allocate redemptions among Beneficial Owners on such basis.

"Pro rata" means, in connection with any optional redemption in part, with respect to the allocation of amounts to be redeemed, the application to such amounts of a fraction, the numerator of which is equal to the amount of the specific maturity of the Bonds held by an Owner of such Bonds, and the denominator of which is equal to the total amount of such maturity of Bonds, then Outstanding.

(d) *Notice of Redemption.* If the City elects to redeem Bonds as provided above, the City shall, at least 45 days (or such lesser number of days acceptable to the Trustee) prior to the redemption date, give written notice to the Trustee of its election to so redeem, the redemption date and the principal amount of the Bonds to be redeemed. Notice of redemption shall be mailed by first class mail or electronically transmitted by the Trustee, on behalf and at the expense of the City, not less than 20 nor more than 60 days prior to the redemption date to the respective Owners of Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee. The Trustee shall also provide such additional notice of redemption of Bonds at the time and as may be required by the MSRB. Each notice of redemption shall state the date of such notice, the Bonds to be redeemed, the Series and date of issue of such Bonds, the redemption date, the redemption price, the place or places of redemption (including the name and appropriate address or addresses), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity are to be redeemed, the distinctive certificate numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each notice of optional redemption shall also state that such optional redemption may be rescinded by the City and that, unless such redemption is so rescinded, and provided that on said date funds are available for payment in full of the Bonds then called for redemption, on said date there will become due and payable on each of such Bonds the redemption price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice.

Failure by the Trustee to give notice pursuant to this Section 2.03 to any one or more of the Information Services or Securities Depositories, or the insufficiency of any such notice shall not affect the sufficiency of the proceedings for redemption. The failure of any Owner to receive any redemption notice mailed to such Owner and any defect in the notice so mailed shall not affect the sufficiency of the proceedings for redemption.

The City shall have the right to rescind any optional redemption by providing the Trustee with written notice of such rescission at least two Business Day prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are

not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Section 2.04. Form of Bonds. The Bonds and the authentication endorsement and assignment to appear thereon shall be substantially in the form set forth in Exhibit A.

Section 2.05. Execution of Bonds. The Mayor is hereby authorized and directed to execute each of the Bonds on behalf of the City, and the Assistant City Clerk of the City is hereby authorized and directed to countersign each of the Bonds on behalf of the City. The signature of the Mayor and the City Clerk may be by printed or otherwise reproduced by facsimile reproduction. In case any officer whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the Bonds.

Only those Bonds bearing thereon a certificate of authentication in the form provided for herein, executed manually or electronically transmitted and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

Section 2.06. Transfer and Payment of Bonds. Any Bond may, in accordance with its terms, be transferred in the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bonds for cancellation at the Corporate Trustee Office of the Trustee, accompanied by delivery of a duly executed written instrument of transfer in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of the same series and maturity for a like aggregate principal amount. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the City. The Trustee shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege.

The City and the Trustee may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment thereof and for all other purposes, whether such Bonds shall be overdue or not, and neither the City nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on, principal of, and redemption premium (if any) on, such Bonds shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on such Bonds to the extent of the sum or sums so paid.

The Trustee shall not be required to register the transfer of or exchange any Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 2.03.

Section 2.07. Book-Entry Bonds. Notwithstanding any provision of this Trust Agreement to the contrary, the transfer provisions of Section 2.06 hereof do not apply if the ownership of the Bonds is in book-entry form.

(a) Except as provided in subparagraph (d) of this Section 2.07, the registered Owner of all of the Bonds shall be DTC, and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Notwithstanding anything to the contrary contained in this Trust Agreement, payment of interest with respect to any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of same-day funds to the account of Cede & Co. on the Interest Payment Date for the Bonds at the address indicated on the Record Date or special record date for Cede & Co. in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof or as otherwise provided in the Representation Letter.

(b) The Bonds shall be initially executed and delivered in the form of separate single fully registered Bonds in the amount of each separate stated maturity of the Bonds. Upon initial execution and delivery, the ownership of such Bonds shall be registered in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof in the name of Cede & Co., as nominee of DTC. The Trustee and the City shall treat DTC (or its nominee) as the sole and exclusive Owner of the Bonds registered in its name for the purposes of payment of the principal, premium, if any, or interest with respect to the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners under this Trust Agreement, registering the transfer of Bonds, obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary. Neither the Trustee nor the City shall have any responsibility or obligation to any person claiming a beneficial ownership interest in the Bonds under or through DTC, or any other person which is not shown on the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.09 hereof as being an Owner, with respect to (i) the accuracy of any records maintained by DTC; (ii) the payment by DTC of any amount of the principal, premium, if any, or interest on the Bonds; (iii) any notice which is permitted or required to be given to Owners under this Trust Agreement or the selection by DTC of any person to receive payment in the event of a partial redemption of the Bonds; or (iv) any consent given or other action taken by DTC as Owner. The Trustee shall pay all principal, premium, if any, and interest on the Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions of (d) below, no person other than DTC shall receive an executed Bond representing the right to receive principal, premium, if any and interest pursuant to this Trust Agreement. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the term "Cede & Co." in this Trust Agreement shall refer to such new nominee of DTC.

(c) To qualify the Bonds for DTC's book-entry system, the City and the Trustee (if required) will execute, countersign and deliver to DTC the Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 2.07 or in any other way impose upon the Trustee or the City any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown on the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof.

(d) If (i) DTC, including any successor as securities depository for the Bonds, determines not to continue to act as securities depository for the Bonds, or (ii) the City determines that the incumbent securities depository shall no longer so act and delivers a written certificate to the Trustee to that effect, then the City will discontinue the book-entry system with the incumbent securities depository for the Bonds. If the City determines to replace the incumbent securities depository for the Bonds with another qualified securities depository, the City shall prepare or

direct the preparation of a new single, separate fully registered Bond for the aggregate outstanding principal amount of Bonds of each maturity, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangement acceptable to the City, the Trustee and the successor securities depository for the Bonds as are not inconsistent with the terms of this Trust Agreement. If the City fails to identify another qualified successor securities depository for the Bonds to replace the incumbent securities depository, then the Bonds shall no longer be restricted to being registered in the Bond registration books required to be kept by the Trustee pursuant to the provisions of Section 2.08 hereof in the name of the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository for the Bonds, or its nominee, shall designate. In such event the City shall execute and deliver a sufficient quantity of Bonds as to carry out the transfers and exchanges provided in this Section 2.07 and Sections 2.06 and 2.10 hereof. All such Bonds shall be in fully registered form in denominations authorized by this Trust Agreement.

(e) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as any Bond is registered in the name of DTC, or its nominee, all payments with respect to the principal, premium, if any, and interest on such Bond and all notices with respect to such Bonds shall be made and given, respectively, as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to Owners pursuant to this Trust Agreement by the City or the Trustee with respect to any consent or other action to be taken by Owner, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

Section 2.08. Exchange of Bonds. Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same series and maturity of other Authorized Denominations. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the City. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege. The Trustee shall not be required to exchange any Bond which has been selected for redemption in whole or in part, from and after the day of mailing of a notice of redemption of such Bond selected for redemption in whole or in part as provided in Section 2.03.

Section 2.09. Bond Registration Books. The Trustee will keep at its Corporate Trust Office sufficient books for the registration and transfer of the Bonds which shall during normal business hours be open to inspection by the City, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Bonds in such books as hereinabove provided.

Section 2.10. Mutilated, Destroyed, Stolen or Lost Bonds. If any Bond shall become mutilated the Trustee at the expense of the Owner shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner, shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Trustee may require payment of a reasonable sum for each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the City and the Trustee in the premises. Any Bond issued

under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Bonds of the same series secured by this Trust Agreement. Neither the City nor the Trustee shall be required to treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond shall be treated as one and the same.

Section 2.11. Temporary Bonds. The Bonds issued under this Trust Agreement may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed or typewritten, shall be of such denominations as may be determined by the City, shall be in fully registered form and may contain such reference to any of the provisions of this Trust Agreement as may be appropriate. Every temporary Bond shall be executed and authenticated as authorized by the City, in accordance with the terms of the Act. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Corporate Trust Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of Authorized Denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Trust Agreement as definitive Bonds delivered hereunder.

Section 2.12. Procedure for the Issuance of 2020 Bonds; Application of Bond Proceeds. At any time after the sale of the 2020 Bonds in accordance with the Act, the City shall execute the 2020 Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon the 2020 Bonds shall be authenticated and delivered by the Trustee to the Underwriter of the 2020 Bonds upon the Certificate of the City. The proceeds of the purchase of the 2020 Bonds shall be applied to pay Costs of Issuance and the obligation of the City to the System pursuant to the Retirement Law, as set forth in the Certificate of the City.

(a) The Trustee shall deposit \$_____ of the proceeds of the 2020 Bonds in the Refunding Fund. On the Closing Date for the 2020 Bonds, the Trustee shall transfer all amounts in the Refunding Fund to the System pursuant to written instructions from an Authorized Representative.

(b) The Trustee shall deposit \$_____ of the proceeds of the 2020 Bonds in the Costs of Issuance Fund, which fund the City hereby agrees to maintain with the Trustee. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay or reimburse the Costs of Issuance of the 2020 Bonds upon receipt of a Written Request of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, instructions for making the payment, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

On the date which is three months following the Closing Date for the 2020 Bonds or upon the earlier Written Request of the City, any remaining balance in the Costs of Issuance Fund shall be transferred to the Interest Account.

Upon receipt of the purchase price of Additional Bonds, if any, the Trustee shall set aside and deposit the proceeds received from such sale as set forth in the Supplemental Trust Agreement authorizing such Additional Bonds, which proceeds may be deposited in the following respective accounts or funds:

(i) The Trustee shall deposit the amount, if any, set forth in the Supplemental Trust Agreement authorizing such Additional Bonds in the respective Refunding Fund. On the Closing Date for such Bonds, the Trustee shall promptly transfer all amounts in the respective Refunding Fund to the System or to refund Bonds, as set forth in the Supplemental Trust Agreement authorizing such Additional Bonds.

(ii) The Trustee shall deposit the amount, if any, set forth in the Supplemental Trust Agreement authorizing such Additional Bonds in the respective Costs of Issuance Fund, which fund the City hereby agrees to maintain with the Trustee. All money in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay or reimburse the respective Costs of Issuance of the Additional Bonds upon receipt of a Written Request of the City filed with the Trustee, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, instructions for making the payment, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is six months following the Closing Date for the Additional Bonds or upon the earlier Written Request of the City, any remaining balance in the respective Costs of Issuance Fund shall be transferred to the Interest Account.

Section 2.13. Validity of Bonds. The recital contained in the Bonds that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance, and all Bonds shall be incontestable from and after their issuance. The Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) shall have been delivered to the purchaser thereof and the proceeds of sale thereof received.

ARTICLE III

ISSUANCE OF ADDITIONAL BONDS

Section 3.01. Conditions for the Issuance of Additional Bonds. The City may at any time issue Additional Bonds on a parity with the 2020 Bonds, but only subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional Bonds:

(a) The City shall be in compliance with all agreements and covenants contained herein.

(b) The issuance of such Additional Bonds shall have been authorized pursuant to the Act and shall have been provided for by a Supplemental Trust Agreement which shall specify the following:

(i) The purpose for which such Additional Bonds are to be issued; provided, that such Additional Bonds shall be applied solely for (i) the purpose of satisfying any obligation to make payments to the System pursuant to the Retirement Law relating to pension benefits accruing to the System's members, and/or for payment of all costs incidental to or connected with the issuance of Additional Bonds for such purpose, and/or (ii) the purpose of refunding any Bonds then Outstanding, including payment of all costs incidental to or connected with such refunding;

(ii) The authorized principal amount and designation of such Additional Bonds;

(iii) The date and the maturity dates of and the sinking fund payment dates, if any, for such Additional Bonds;

(iv) The interest payment dates for such Additional Bonds;

(v) The denomination or denominations of and method of numbering such Additional Bonds;

(vi) The redemption premiums, if any, and the redemption terms, if any, for such Additional Bonds;

(vii) The amount, if any, to be deposited from the proceeds of sale of such Additional Bonds in the Interest Account hereinafter referred to; and

(viii) Such other provisions (including the requirements of a book-entry Bond registration system, if any) as are necessary or appropriate and not inconsistent herewith.

Section 3.02. Procedure for the Issuance of Additional Bonds. At any time after the sale of any Additional Bonds in accordance with the Act, the City shall execute such Additional Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon such Additional Bonds shall be delivered by the Trustee to the purchaser thereof upon the Written Request of the City, but only upon receipt by the Trustee of the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Additional Bonds by the Trustee:

(a) An executed copy of the Supplemental Trust Agreement authorizing the issuance of such Additional Bonds;

(b) A Written Request of the City as to the delivery of such Additional Bonds;

(c) An Opinion of Counsel to the effect that (1) the City has executed and delivered the Supplemental Trust Agreement, and the Supplemental Trust Agreement is valid and binding upon the City and (2) such Additional Bonds are valid and binding obligations of the City;

(d) A Certificate of the City stating that all requirements of Article III have been complied with and containing any other such statements as may be reasonably necessary to show compliance with the conditions for the issuance of such Additional Bonds contained herein;

(e) Such further documents, money or securities as are required by the provisions of the Supplemental Trust Agreement providing for the issuance of such Additional Bonds.

ARTICLE IV

SECURITY FOR THE BONDS; FUNDS AND ACCOUNTS

Section 4.01. Assignment and Pledge for the Bonds; Bond Fund; Deposits to Bond Fund.

(a) There is hereby created a special trust fund designated as the "Bond Fund" that shall be held and administered by the Trustee as provided in this Trust Agreement. The Bonds shall be payable by the City from any source of legally available funds. The City hereby irrevocably assigns and pledges to the Trustee, in trust for the security of the Owners on the terms hereof, all the City's rights, title and interest in and to all money and securities for deposit in, or deposited in, the Bond Fund and any investment earnings thereon, and any collateral security for, and all proceeds of, any of the foregoing.

(b) The Trustee shall hold all the rights, title and interest received under this Section 4.01 and all money and securities (exclusive of money to which the Trustee is entitled in its own right as fees, indemnity, reimbursement or otherwise) received from the City or derived from the exercise of the City's powers hereunder in trust for the security of the Owners in accordance with the provisions hereof. The City shall from time to time execute, deliver, file and record such instruments as the Trustee may reasonably require to confirm, perfect or maintain the security created hereby and the assignment and pledge hereby of the rights, title and interest assigned and pledged by the City to the Trustee hereunder.

(c) The City shall promptly deposit or cause to be deposited with the Trustee for deposit in the Bond Fund (i) on or before March 25 of each Fiscal Year (or such other date as provided in a Supplemental Trust Agreement) the amount which, together with moneys transferred pursuant to Section 4.02(c) hereof, is sufficient to pay the principal and interest coming due on the April 1 Interest Payment Date; and (ii) on or before September 25 of each Fiscal Year (or such other date as provided in a Supplemental Trust Agreement) the amount which is sufficient to pay the interest coming due on the October Interest Payment Date.

Section 4.02. Allocation of Moneys in Bond Fund. On or before each Interest Payment Date or date fixed for redemption of Bonds, the Trustee shall transfer from the Bond Fund, in immediately available funds, for deposit into the following respective accounts (each of which is hereby created and which the Trustee shall maintain in trust separate and distinct from the other funds and accounts established hereunder), the following amounts in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of funds sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any account subsequent in priority:

(a) *Interest Account.* On each Interest Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Interest Account that amount of money which is equal to the amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. No deposit need be made in the Interest Account if the amount contained therein is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date. All money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

(b) *Principal Account.* On or before each Principal Payment Date, the Trustee shall set aside from the Bond Fund and deposit in the Principal Account an amount of money equal to the amount of all sinking fund payments required to be made on such Principal Payment Date into

the respective sinking fund accounts for all Outstanding Term Bonds and the principal amount of all Outstanding Serial Bonds maturing on such Principal Payment Date.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this Section 4.02.

No deposit need be made in the Principal Account if the amount contained therein is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds maturing by their terms on such Principal Payment Date plus the aggregate amount of all sinking fund payments required to be made on such Principal Payment Date for all Outstanding Term Bonds.

The Trustee shall establish and maintain within the Principal Account a separate subaccount for the Term Bonds of each series and maturity, designated as the "Sinking Account" (the "Sinking Account"), inserting therein the series and maturity (if more than one such account is established for such series) designation of such Bonds. With respect to each Sinking Account, on each mandatory sinking account payment date established for such Sinking Account, the Trustee shall apply the mandatory sinking account payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Bonds of the series and maturity for which such Sinking Account was established, upon the notice and in the manner provided in Article II; provided that, at any time prior to giving such notice of such redemption, the Trustee may upon the Written Request of the City, apply moneys in such Sinking Account to the purchase for cancellation of Term Bonds of such series and maturity at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account), as may be directed by the City, except that the purchase price (excluding accrued interest) shall not exceed the redemption price that would be payable for such Bonds upon redemption by application of such Mandatory Sinking Account Payment. If, during the twelve-month period immediately preceding such mandatory sinking account payment date, the Trustee has purchased Term Bonds of such series and maturity with moneys in such Sinking Account, such Bonds so purchased shall be applied, to the extent of the full principal amount thereof, as applicable, to reduce such mandatory sinking account payment.

All money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds, as applicable, as they shall become due and payable, whether at maturity or redemption, except that any money in any sinking fund account shall be used and withdrawn by the Trustee only to purchase or to redeem or to pay Term Bonds for which such Sinking Account was created.

(c) *Surplus Account.* On the Business Day following each April 1 Interest Payment Date, or on such other date as provided in a Supplemental Trust Agreement, any moneys remaining in the Bond Fund shall be deposited by the Trustee in the Surplus Account. So long as no event of default has occurred and is continuing, moneys deposited in the Surplus Account shall be transferred by the Trustee to or upon the order of the City, as specified in a Written Request of the City.

Section 4.03. Deposit and Investments of Money in Accounts and Funds. All money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested in Permitted Investments at the Written Request of the City. If no Written Request of the City is received, the Trustee shall hold such funds uninvested. Such investments shall, as nearly as practicable, mature on or before the dates on which such money is anticipated to be needed for disbursement hereunder. All interest, profits and other income received from any money so invested shall be deposited in the Bond Fund. The Trustee shall have no liability or responsibility for any loss resulting from any investment made or sold in accordance with the provisions of this Article IV, except for any loss due to the negligence or willful misconduct of the Trustee. The

Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charge therefor.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City agrees it will not receive such confirmations from the Trustee to the extent permitted by law. The Trustee will furnish the City periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

ARTICLE V

COVENANTS OF THE CITY

Section 5.01. Punctual Payment and Performance. The City will punctually pay the interest on and the principal of and redemption premiums, if any, to become due on every Bond issued hereunder in strict conformity with the terms hereof and of the Bonds, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the City contained herein and in the Bonds.

Section 5.02. Extension of Payment of Bonds. The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Trust Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section 5.02 shall be deemed to limit the right of the City to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Section 5.03. Additional Debt. The City expressly reserves the right to enter into one or more other agreements or indentures for any of its purposes and reserves the right to issue other obligations for such purposes.

Section 5.04. Power to Issue Bonds. The City is duly authorized pursuant to law to issue the Bonds and to enter into this Trust Agreement. The Bonds and the provisions of this Trust Agreement are the legal, valid and binding obligations of the City in accordance with their terms. The Bonds and any Additional Bonds shall constitute obligations imposed by law.

Section 5.05. Accounting Records and Reports. The City will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of moneys on deposit in the funds and accounts established hereunder.

Section 5.06. Prosecution and Defense of Suits. The City will defend against every suit, action or proceeding at any time brought against the Trustee upon any claim to the extent involving the failure of the City to fulfill its obligations hereunder; provided that the Trustee or any affected Owner at its election may appear in and defend any such suit, action or proceeding. The City, to the extent permitted by law, will indemnify and hold harmless the Trustee against any and all liability claimed or asserted by any person to the extent arising out of such failure by the City, and will indemnify and hold harmless the Trustee against any attorney's fees or other expenses which it may incur in connection with any litigation to which it may become a party by reason of its actions hereunder, except for any loss, cost, damage or expense resulting from the negligence, willful misconduct or breach of duty by the Trustee. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect even though all Bonds secured hereby may have been fully paid and satisfied.

Section 5.07. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Owner, the City will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interests,

powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

Section 5.08. Waiver of Laws. The City shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Trust Agreement or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the City to the extent permitted by law.

Section 5.09. Compliance with Continuing Disclosure Certificate. The City has undertaken responsibility for compliance with continuing disclosure requirements with respect to S.E.C. Rule 15c2-12. Notwithstanding any other provision of this Trust Agreement, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee may (and, at the request of any Participating Underwriter (as defined in the Continuing Disclosure Certificate) or the Owners of at least 25% aggregate principal amount in Outstanding Bonds, and upon receipt of indemnification satisfactory to it, shall) or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section 5.09.

ARTICLE VI

THE TRUSTEE

Section 6.01. The Trustee. U.S. Bank National Association, shall serve as the Trustee for the Bonds for the purpose of receiving all money which the City is required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest on and principal of and redemption premiums, if any, on the Bonds presented for payment at the Corporate Trust Office of the Trustee with the rights and obligations provided herein. The City agrees that it will at all times maintain a Trustee having a corporate trust office in the State.

The City may at any time, unless there exists any event of default as defined in Section 8.01, with 30 days prior notice remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; provided that any such successor shall be a bank, trust company or national banking association doing business and having a corporate trust office in Los Angeles or San Francisco, California, having a combined capital (exclusive of borrowed capital) and surplus of at least seventy-five million dollars (\$75,000,000) and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign by giving written notice of such resignation to the City and by mailing to the Owners notice of such resignation. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby.

The Trustee is hereby authorized to pay or redeem the Bonds when duly presented for payment at maturity or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof or upon the surrender thereof by the City and shall destroy such Bonds and a certificate of destruction shall be delivered to the City. The Trustee shall keep accurate records of all Bonds paid and discharged and cancelled by it.

The Trustee shall, prior to an event of default, and after the curing or waiver of all events of default that may have occurred, perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement. The Trustee shall, during the existence of any event of default (that has not been cured or waived), exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Section 6.02. Liability of Trustee. The recitals of facts, agreements and covenants herein and in the Bonds shall be taken as recitals of facts, agreements and covenants of the City, and the Trustee assumes no responsibility for the correctness of the same or makes any representation as to the sufficiency or validity hereof or of the Bonds, or shall incur any responsibility in respect

thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Bonds or in law or equity. The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such Owner's title thereto satisfactorily established, if disputed.

The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in Aggregate Principal Amount of the Bonds at the time Outstanding, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Trust Agreement.

The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request, order or direction of any of the Owners pursuant to the provisions of this Trust Agreement unless such Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred therein or thereby. The Trustee has no obligation or liability to the Owners for the payment of interest on, principal of or redemption premium, if any, with respect to the Bonds from its own funds; but rather the Trustee's obligations shall be limited to the performance of its duties hereunder.

The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of a default or event of default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through attorneys-in-fact, agents or receivers, shall not be answerable for the negligence or misconduct or any such attorney-in-fact, agent or receiver appointed by it in accordance with the standards specified above. The Trustee shall be entitled to advice of counsel and other professionals concerning all matters of trust and its duty hereunder, but the Trustee shall not be answerable for the professional malpractice of any attorney or certified public accountant in connection with the rendering of his professional advice in accordance with the terms of this Trust Agreement, if such attorney or certified public accountant was selected by the Trustee with due care.

Whether or not therein expressly so provided, every provision of this Trust Agreement, or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article.

The Trustee shall be protected in acting upon any notice, resolution, requisition, request (including any Written Request of the City), consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its rights and obligations hereunder the Trustee shall deem it necessary or desirable that a matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the City, which certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

No provision of this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers. The Trustee shall have no responsibility, opinion, or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. All immunities, indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, employees, officers and agents thereof. The Trustee shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof by receipt of written notice thereof at its Corporate Trust Office.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 6.01, shall be the successor to the Trustee hereunder and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor hereunder, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 6.03. Compensation and Indemnification of Trustee. The City covenants to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the City will pay or reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Trust Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or willful misconduct, including the negligence or willful misconduct of any of its officers, directors, agents or employees.

The City, to the extent permitted by law, shall indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense including legal fees and expenses incurred without negligence, willful misconduct or bad faith on the part of the Trustee, (i) arising out of or in connection with the acceptance or administration of the trusts created hereby or the exercise or performance of any of its powers or duties hereunder, and (ii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Bonds, including costs and expenses (including attorneys' fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the City under this Section 6.03 shall survive the discharge of the Bonds and this Trust Agreement and the resignation or removal of the Trustee.

ARTICLE VII

AMENDMENT OF THE TRUST AGREEMENT; SUPPLEMENTAL TRUST AGREEMENT

Section 7.01. Amendment of the Trust Agreement.

(a) This Trust Agreement and the rights and obligations of the City and of the Owners may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Owners of a majority in Aggregate Principal Amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 7.02, are filed with the Trustee. No such amendment shall (1) extend the maturity of or reduce the interest rate on or amount of interest on or principal of or redemption premium, if any, or extend the time of payment on any Bond without the express written consent of the Owner of such Bond, or (2) reduce the percentage of Bonds required for the written consent to any such amendment.

(b) This Trust Agreement and the rights and obligations of the City and of the Owners may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of, or notice to, any of the Owners for any one or more of the following purposes:

(i) to add to the agreements and covenants required herein to be performed by the City other agreements and covenants thereafter to be performed by the City, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power reserved herein to or conferred herein on the City;

(ii) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein and in any Supplemental Trust Agreement or in regard to questions arising hereunder which the City may deem desirable or necessary and not inconsistent herewith;

(iii) to provide for the issuance of any Additional Bonds and to provide the terms of such Additional Bonds, subject to the conditions and upon compliance with the procedure set forth in Article III (which shall be deemed not to adversely affect Owners);

(iv) to modify, amend or add to the provisions herein or in any Supplemental Trust Agreement to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statutes hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by such statute or similar statute; or

(v) to modify, amend or supplement this Trust Agreement and any Supplemental Trust Agreement in any manner that does not materially adversely affect the interest of Owners of Bonds.

Section 7.02. Disqualified Bonds. Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this article and shall not be entitled to consent to or take any other action provided in this article. Upon request of the Trustee, the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section 7.02 and the Trustee may conclusively rely on such certificate.

Section 7.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the City may determine that the Bonds

may bear a notation by endorsement in form approved by the City as to such action, and in that case upon demand of the Owner of any Outstanding Bonds and presentation of his Bond for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Bond. If the City shall so determine, new Bonds so modified as, in the opinion of the City, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond a new Bond or Bonds shall be exchanged at the office of the Trustee without cost to each Owner for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

Section 7.04. Amendment by Mutual Consent. The provisions of this article shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 7.05. Attorney's Opinion Regarding Supplemental Agreements. The Trustee shall be provided an Opinion of Counsel that any amendments or supplements to the Trust Agreement comply with the provisions of this Article VII and the Trustee may conclusively rely upon such opinion.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF HOLDERS

Section 8.01. Events of Default. If one or more of the following events (herein called "events of default") shall happen, that is to say:

(a) if default shall be made by the City in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;

(b) if default shall be made by the City in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or by proceedings for redemption;

(c) if default shall be made by the City in the performance of any of the agreements or covenants required herein to be performed by the City, and such default shall have continued for a period of 60 days after the City shall have been given notice in writing of such default by the Trustee or the Owners of not less than 25% in Aggregate Principal Amount of the Bonds at the time Outstanding, specifying such default and requiring the same to be remedied, provided, however, if the default stated in the notice can be corrected, but not within the applicable period, the Trustee and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(d) if the City shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property.

Section 8.02. Remedies Upon an Event of Default. Upon the occurrence and continuance of any event of default, the Trustee may, and upon the written request of Owners of not less than 51% of the Aggregate Principal Amount of Bonds then Outstanding, and upon being indemnified to its satisfaction, shall:

(a) by mandamus, suit, action or proceeding, compel the City and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Trust Agreement and the Bonds, and may require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it by this Trust Agreement and by the Retirement Law.

(b) bring suit upon the defaulted Bonds.

(c) by suit, action or proceeding in equity, enjoin any acts or things which are unlawful, or the violation of any of the Owners' rights.

(d) by suit, action or proceeding in any court of competent jurisdiction, require the City and its members and employees to account as if it and they were the trustees of an express trust.

Section 8.03. Application of Revenues and Other Funds After Default. If an event of default shall occur and be continuing, all amounts then held or thereafter received by the Trustee

under any of the provisions of this Trust Agreement shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any fees and expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and to the payment of the reasonable charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel, agents and advisors) incurred in and about the performance of its powers and duties under this Trust Agreement;

(b) To the payment of the principal and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Trust Agreement, as follows:

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference.

Section 8.04. Non-Waiver. Nothing in this Article or in any other provision hereof or in the Bonds shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of and redemption premiums, if any, on the Bonds to the respective Owners of the Bonds at the respective dates of maturity or upon prior redemption as provided herein, or shall affect or impair the right of such Owners, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bonds. A waiver of any default or breach of duty or contract by the Trustee or any Owner shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee or any Owner to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Owners by the Act or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the City, the Trustee and any Owner shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.05. Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners, whether or not the Trustee is an Owner, and the Trustee is hereby appointed (and the successive Owners, by taking and holding the Bonds issued hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Owners for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for

and on behalf of the Owners as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

Section 8.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Section 8.07. Limitation on Owners' Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 8.01 hereunder; (b) the Owners of at least a majority in Aggregate Principal Amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request shall have been received by, and said tender of indemnity shall have been made to, the Trustee. Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any owner of Bonds of any remedy hereunder; it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of the Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

Section 8.08. Absolute Obligation of City. Nothing in this Section 8.08 or in any other provision of this Trust Agreement or in the Bonds contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of, premium, if any and interest on the Bonds to the respective Owners of the Bonds at their respective due dates as herein provided.

ARTICLE IX
DEFEASANCE

Section 9.01. Discharge of Bonds.

(a) If the City shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the interest thereon and the principal thereof and the redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, and shall pay or provide for the payment of all fees and expenses of the Trustee, then all agreements, covenants and other obligations of the City to the Owners of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, the Trustee shall pay over or deliver to the City all money or securities held by it pursuant hereto which are not required for the payment of the interest on, principal of, and redemption premium (if any) on, such Bonds.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.03, (2) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient or (B) Defeasance Securities which are not subject to redemption prior to maturity (including any such Defeasance Securities issued or held in book-entry form on the books of the City or the Treasury of the United States of America), the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, and (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Owners of such Bonds that the deposit required by clause (2) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds.

Section 9.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds or interest thereon which remains unclaimed for two (2) years after the date when such Bonds or interest thereon have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Bonds have become due and payable, shall be repaid by the Trustee to the City as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall not look to the Trustee for the payment of such Bonds.

ARTICLE X
MISCELLANEOUS

Section 10.01. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City, the Trustee and the Owners any right, remedy or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the City or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Trustee and the Owners.

Section 10.02. Successor Is Deemed Included in All References to Predecessor. Whenever herein either the City or any member, officer or employee thereof or the Trustee is named or referred to, such reference shall be deemed to include the successor or assigns thereof, and all agreements and covenants required hereby to be performed by or on behalf of the City or the Trustee, or any member, officer or employee thereof, shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.03. Execution of Documents by Owners. Any declaration, request or other instrument which is permitted or required herein to be executed by Owners may be in one or more instruments of similar tenor and may be executed by Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Bonds at the office of the Trustee.

Any declaration, request, consent or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond with respect to anything done or suffered to be done by the Trustee or the City in good faith and in accordance therewith.

Section 10.04. Waiver of Personal Liability. No member, officer or employee of the City shall be individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds by reason of their issuance, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

Section 10.05. Acquisition of Bonds by City. All Bonds acquired by the City, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

Section 10.06. Destruction of Cancelled Bonds. Whenever provision is made for the return to the City of any Bonds which have been cancelled pursuant to the provisions hereof, the Trustee shall destroy such Bonds and furnish to the City a certificate of such destruction.

Section 10.07. Content of Certificates. Every Certificate of the City with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the

signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with.

Any Certificate of the City may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the City, upon a representation by an officer or officers of the City unless the counsel executing such Opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 10.08. Accounts and Funds; Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with sound accounting practice and with due regard for the protection of the security of the Bonds and the rights of the Owners. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

Section 10.09. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the City:

City of Gardena
1700 West 162nd Street
Gardena, CA 90247
Attention: City Manager

If to the Trustee:

U.S. Bank National Association
633 West 5th Street
Los Angeles, CA 90071
Attention: Global Corporate Trust

Section 10.10. Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.11. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Owners shall retain all the benefit, protection and security afforded to them

under the Act or any other applicable provisions of law. The City and the Trustee hereby declare that they would have executed and delivered the Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.12. Execution in Several Counterparts. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 10.13. Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.14. CUSIP Numbers. Neither the Trustee nor the City shall be liable for any defect or inaccuracy in the CUSIP number that appears on any Bond or in any redemption notice. The Trustee may, in its discretion, include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither City nor the Trustee shall be liable for any inaccuracies in such numbers.

IN WITNESS WHEREOF, the CITY OF GARDENA has caused this Trust Agreement to be signed in its name by the Authorized Representative and U.S. Bank National Association, in acceptance of the trusts created hereunder, has caused this Trust Agreement to be signed by the officer thereunder duly authorized, all as of the day and year first above written.

CITY OF GARDENA

By: _____
City Manager

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF 2020 BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**CITY OF GARDENA
TAXABLE PENSION OBLIGATION BONDS
SERIES 2020**

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	April 1, ____	[December] __, 2020	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

The CITY OF GARDENA, a municipal corporation and general law city duly organized and validly existing under and pursuant to the Constitution and laws of the State of California (the "City"), for value received hereby, promises to pay to the registered owner identified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter provided for) the principal sum specified above, together with interest on such principal sum from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated as of an Interest Payment Date or following the close of business on the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") to such Interest Payment Date, in which event it shall bear interest from such Interest

Payment Date, or unless this Bond is authenticated prior to the Record Date for the first Interest Payment Date, in which event it shall bear interest from the original issue date specified above) until the principal hereof shall have been paid at the interest rate per annum specified above, payable semiannually on each April 1 and October 1, commencing April 1, 2021 (each an "Interest Payment Date"). Interest due on or before the maturity or prior redemption of this Bond shall be payable only by check mailed on the Interest Payment Date by first-class mail to the registered owner hereof; provided that upon the written request of a registered owner of \$1,000,000 or more in aggregate principal amount of Bonds received by the Trustee (as hereinafter defined) prior to the applicable record date, interest shall be paid by wire transfer in immediately available funds. The principal hereof is payable in lawful money of the United States of America at the Corporate Trust Office of the Trustee.

This Bond is one of a duly authorized issue of bonds of the City designated as its "Taxable Pension Obligation Bonds, Series 2020" (the "Bonds") in aggregate principal amount of \$_____, all of like tenor and date (except for variations relating to numbers, maturities and

interest rates), and is issued under and pursuant to the provisions of Articles 10 and 11 (commencing with section 53570) of Chapter 3 of Division 2 of Title 5 of the California Government Code and all laws amendatory thereof or supplemental thereto (the "Act") and under and pursuant to the provisions of a trust agreement, dated as of [December] 1, 2020 (the "Trust Agreement"), between the City and U.S. Bank National Association, as trustee (the "Trustee") (copies of which are on file at the Corporate Trust Office of the Trustee).

Under the Trust Agreement, Additional Bonds and other obligations may be issued on a parity with the Bonds, but subject to the conditions and upon compliance with the procedures set forth in the Trust Agreement. The Bonds and any bonds or other obligations issued on a parity with the Bonds are obligations imposed by law payable from funds to be appropriated by the City pursuant to the Public Employees' Retirement Law, commencing with section 20000 of the California Government Code, as amended (the "Retirement Law"). Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bonds are issued, the rights of the registered owners of the Bonds, security for payment of the Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the Bonds); and all the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the City and the registered owner of this Bond, to all the provisions of which the registered owner of this Bond, by acceptance hereof, agrees and consents.

The Bonds maturing on or before April 1, 20__ shall not be subject to optional redemption prior to maturity. The Bonds maturing on or after April 1, 20__ shall be subject to redemption prior to their maturity date, at the option of the City, pro rata within a maturity on any date on or after April 1, 20__, at a redemption price equal to the principal amount of the 2020 Bonds to be redeemed, plus accrued interest thereon to the date of redemption, without premium. In the event of an optional redemption of the Bonds, the City shall provide the Trustee with a revised sinking fund schedule giving effect to the redemption so completed.

The Term Bonds maturing on April 1, 20__ are subject to mandatory sinking fund redemption on the dates and in the amounts specified below, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption, without premium. The principal amount of such term bonds to be so redeemed and the dates therefor shall be as follows:

Redemption Date (April 1)	Principal Amount
------------------------------	---------------------

†Maturity Date

The Term Bonds maturing on April 1, 20__ are subject to mandatory sinking fund redemption on the dates and in the amounts specified below, at a redemption price equal to the principal amount thereof, plus accrued interest to the date of redemption, without premium. The principal amount of such term bonds to be so redeemed and the dates therefor shall be as follows:

Redemption Date (April 1)	Principal Amount
------------------------------	---------------------

†Maturity Date

THE OBLIGATIONS OF THE CITY OF GARDENA HEREUNDER, INCLUDING THE OBLIGATION TO MAKE ALL PAYMENTS OF INTEREST AND PRINCIPAL WHEN DUE, ARE OBLIGATIONS OF THE CITY OF GARDENA IMPOSED BY LAW AND ARE ABSOLUTE AND UNCONDITIONAL, WITHOUT ANY RIGHT OF SET-OFF OR COUNTER CLAIM. NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY OF GARDENA TO MAKE PAYMENTS ON THE BONDS CONSTITUTE AN INDEBTEDNESS OF THE CITY OF GARDENA, THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

This Bond is transferable only on a register to be kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney upon payment of the charges provided in the Trust Agreement and upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount of authorized denominations will be issued to the transferee in exchange therefor. The City and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Bond shall be overdue, and neither the City nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Bond to the extent of the sum or sums so paid.

This Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually executed and dated by the Trustee.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the City of Gardena has caused this Bond to be executed in its name and on its behalf by the signature of the Mayor and to be countersigned by the signature of the Assistant City Clerk of the City of Gardena and has caused this Bond to be dated as of the original issue date specified above.

CITY OF GARDENA

By: _____
Mayor

Countersigned

City Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Trust Agreement which has been authenticated on _____, 2020.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a qualified guarantor institution meeting the requirements of membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within bond in every particular without alteration or enlargement or any change whatsoever.

Date: July 14, 2020

To: Clint Osorio, City Manager
Ray Beeman, Chief Fiscal Officer
City of Gardena

From: Mark Young, Managing Director
KNN Public Finance, LLC

Re: Addendum to Agreement for Municipal Advisory Services: Assignment, Scope of Services, Fee Proposal and Disclosures Pursuant to MSRB Rules G-42 and G-10

This memo sets forth KNN's proposed scope of services and fees for the City of Gardena's proposed 2020 Taxable Pension Obligation Bonds ("2020 POBs"). This letter supplements the approved original Municipal Advisory Agreement dated June 30, 2020 between KNN Public Finance, LLC ("KNN") and City of Gardena.

Scope of Services

KNN shall perform the following services, as appropriate, in connection with the 2020 POBs transaction:

- i) Prepare transaction schedule, distribution list, and other documents ancillary to the transaction.
- ii) Issue, review, and evaluate RFPs for underwriters.
- iii) Provide estimated debt service schedules and review such schedules developed by the underwriter.
- iv) Coordinate financing team efforts, including City staff, bond and disclosure counsel, underwriter, and any other party, with respect to the preparation, review and approval of the financing.
- v) In conjunction with the underwriter and bond counsel, recommend specific financial covenants, terms and provisions, including, maturity schedules, timing of sale, call provisions and related matters.
- vi) Review and provide appropriate revisions and recommendations to legal documents, including the official statement, the indenture and other documents.
- vii) Assist the City in the preparation of documents related to the bond issue, including staff reports.
- viii) Review debt policy for updates and disclosure reporting as needed.
- ix) Attend meetings with City staff, consultants and council, as requested.
- x) Review the underwriter's proposed discount and expenses, proposed interest rates, sales effort and generally assist City in pricing negotiations.
- xi) Assist with the review and execution of closing documents.

Fees

KNN proposes a fee of \$80,000 for municipal advisor services associated with the City's 2020 POBs. Expenses will be capped at \$1,500. Fees are contingent on the successful sale of the financing.

Disclosures Pursuant to MSRB Rules G-42 and G-10

Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties on Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary Events of KNN Public Finance, LLC ("KNN Public Finance") and its associated persons.

Below please find disclosures from KNN Public Finance to the City in each area.

Conflicts of Interest

Other Municipal Advisor Relationships. KNN serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the City of Gardena. For example, KNN serves as municipal advisor to other municipal advisory clients and, in such cases, depending on the client, owes either a fiduciary duty or a duty of care to such other clients just as it does to City of Gardena under this engagement. Overlapping clients may include overlapping jurisdictions within the County. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, KNN could potentially face a conflict of interest arising from these competing client interests. KNN fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with City of Gardena.

Compensation. KNN Public Finance represents that in connection with the issuance of municipal securities, KNN Public Finance may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN Public Finance hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN Public Finance's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair KNN Public Finance's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If KNN Public Finance becomes aware of any additional potential or actual conflict of interest after this disclosure, KNN Public Finance will disclose the detailed information in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

KNN Public Finance, LLC, has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN's municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission ("SEC") order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access KNN Public Finance's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed

on FINRA's CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on KNN Public Finance's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

Additional Disclosures – MSRB Rule G-10

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- a) KNN Public Finance, LLC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- b) Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, City of Gardena may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

City of Gardena
1700 West 162nd Street
Gardena, CA 90247

KNN Public Finance, LLC
1300 Clay Street, Suite 1000
Oakland, CA 94610

Signed: _____

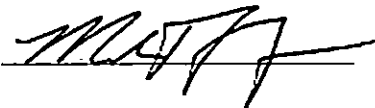


Name: CLINT D. OSORIO

Title: CITY MANAGER

Date: _____

Signed: _____



Name: Mark Young

Title: Managing Director

Date: July 14, 2020

Approved as to Form:



Carmen Vasquez, City Attorney

Agreement for Legal Services



City of Gardena Taxable Pension Obligation Bonds, Series 2020

THIS AGREEMENT FOR LEGAL SERVICES is entered into this 28th day of July, 2020, by and between the CITY OF GARDENA (the "City") and QUINT & THIMMIG LLP, Larkspur, California ("Attorneys");

WITNESSETH:

WHEREAS, the City has previously elected to become a contracting member of the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Public Employees' Retirement Law (commencing with section 20000 of the California Government Code) and the contract (the "CalPERS Contract") between the Board of Administration of CalPERS and the City Council of the City (the "City Council") obligate the City to (i) make contributions to CalPERS to fund pension benefits for certain City employees, (ii) amortize the unfunded accrued actuarial liability with respect to such pension benefits, and (iii) appropriate funds for the foregoing purposes;

WHEREAS, the City desires to authorize the issuance of its City of Gardena Taxable Pension Obligation Bonds, Series 2020 (the "Bonds"), pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53570 of said Code (the "Bond Law"), for the purpose of refunding all or a portion of the City's obligations to CalPERS, as evidenced by the CalPERS Contract, to pay all or a portion of its accrued actuarial liability with respect to pension benefits under the Public Employees' Retirement Law, and paying the costs of issuance of the Bonds, and for no other purpose;

WHEREAS, the obligations of the City with respect to the Bonds, including the obligation to make all payments of interest and principal on the Bonds when due, will be obligations of the City imposed by law and will be absolute and unconditional, without any right of set-off or counterclaim, the Bonds will not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation, neither the Bonds nor the obligations of the City to make payments on the Bonds will constitute an indebtedness of the City, the State of California or any of its political subdivisions in contravention of any constitutional or statutory debt limitation or restriction and the Council will be obligated to make appropriations to pay the Bonds from any source of legally available funds of the City;

WHEREAS, the City has determined that Attorneys are qualified by training and experience to perform the services of bond counsel and disclosure counsel and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

Section 1. Duties of Attorneys.

(a) Attorneys shall provide legal services, as *bond counsel*, in connection with the authorization, issuance and consummation of the financing proceedings relating to the Bonds. Such services shall include the following:

(i) Preparation of all necessary documentation in connection with the required Superior Court validation lawsuit.

(ii) Consultation and cooperation with officials of the Authority, the City, City legal counsel, financing consultants and other consultants, staff and employees of the City, and assisting such consultants, staff and employees in the formulation of a coordinated financial and legal Bond issuance.

(iii) Attend all meetings of the City and any administrative meetings at which the Bonds are discussed or approved.

(iv) Preparation of all legal proceedings for the authorization, issuance and delivery of Bonds by the Authority and the City; including preparation of the resolution authorizing the issuance of such Bonds, fixing the date, denominations, numbers, maturity and interest rates, providing the form of the Bonds and authorizing their execution, authentication and registration; certifying the terms and conditions upon which the same are to be issued; providing for the setting up of special funds for the disposition of proceeds of the sale of the Bonds, including creation of reserve funds, if any, and such other funds as may be advisable, and providing all other details in connection therewith, including special covenants and clauses for the protection of the interests of the Bond holders; preparation of the resolution selling all or any part of the authorized Bond issue; preparation of all documents required for Bond delivery, including cumulative cash flow deficit certificates required by federal tax law, and supervising such delivery; preparation of all other proceedings incidental to or in connection with the issuance, sale and delivery of the Bonds.

(v) Application for any Internal Revenue Service or other rulings necessary to assure tax-exempt status of the Bonds, or as required by the purchasers of the Bonds.

(vi) Upon completion of proceedings to the satisfaction of Attorneys, providing a legal opinion approving in all regards the legality of all proceedings for the authorization, issuance and delivery of Bonds, and stating that interest on the Bonds is excluded from gross income for purposes of federal income taxes and is exempt from State of California personal income taxation, which opinion shall inure to the benefit of the purchasers of the Bonds.

(vii) Any and all legal consultation requested by the City concerning the Bonds at any time after delivery of the Bonds.

(viii) Such other and further services as are normally performed by bond counsel in connection with the issuance of the Bonds.

(ix) Attorneys will not be responsible for the preparation or content of the official statement prepared by the financial consultant other than to examine said official statement as concerns description of Bonds and matters within Attorneys' knowledge.

(b) Attorneys shall provide legal services, as *disclosure counsel*, in connection with the preparation of the official statements to be used in connection with the offering and sale of the Bonds (the "Official Statements"), the continuing disclosure certificate and the bond purchase agreements between the City and the underwriter of the Bonds. Such services shall include the following:

(i) Prepare the Official Statements (both preliminary and final) in connection with the offering of the Bonds prepared by the City's municipal advisor.

(ii) Confer and consult with the officers and administrative staff of the City as to matters relating to the Official Statement.

(iii) Attend all meetings of the City and any administrative meetings at which the Official Statements are to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statements, or when specifically requested by the City to attend.

(iv) On behalf of the City, prepare the continuing disclosure certificate in a form which is acceptable to the City and the underwriter of the Bonds.

(v) On behalf of the City, prepare the bond purchase agreement between the City and the underwriter of the Bonds in a form acceptable to the City and the underwriter of the Bonds.

(vi) Subject to the completion of proceedings to the satisfaction of Attorneys, provide letters of Attorneys addressed to the City and the underwriter of the Bonds to the effect that, although Attorneys have not undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statements, in the course of Attorneys participation in the preparation of the Official Statements Attorneys have been in contact with representatives of the City and others concerning the contents of the Official Statements and related matters, and, based upon the foregoing, nothing has come to Attorneys attention to lead Attorneys to believe that the Official Statements (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion included therein, and information relating to The Depository Trust Company and its book-entry system, as to which Attorneys need express no view) as of the date of the Official Statements or the date of the closing for the Bonds contain any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) *Services Not Provided.* Attorneys shall not be responsible for:

(i) any continuing disclosure requirements under federal securities laws that may apply to the Bonds during the period following the closing of the Bonds, or

(ii) the representation of the City in connection with any litigation involving the Bonds, except for the validation proceedings specified above.

Without limiting the generality of the foregoing, Attorneys shall not be responsible for preparing any documentation related to, or for providing any, ongoing continuing disclosure or litigation services in respect of the Bonds without a separate agreement between the City and Attorneys. In addition, unless specifically retained to do so by a separate agreement between Attorneys and the City, Attorneys shall not be responsible for auditing or otherwise reviewing or assuring compliance by the City with any past or existing continuing disclosure obligations of the City related to any debt obligations.

Section 2. Compensation.

(a) For the services set forth under Section 1(a), Attorneys shall be paid a legal fee based on the following schedule:

0.5% of the principal amount of the Bonds up to \$5,000,000,
0.25% of the principal amount of the Bonds between \$5,000,001 and \$15,000,000,
0.125% of the principal amount of the Bonds between \$15,000,001 and \$40,000,000,
0.10% of the principal amount of the Bonds between \$40,000,001 and \$90,000,000, plus
0.05% of the principal amount of the Bonds over \$90,000,000.

Attorneys do not propose to charge a legal fee for the validation proceedings as long as the City Attorney assists in the filing logistics with the Superior Court.

(b) For the services set forth under Section 1(b), Attorneys shall be paid a legal fee of \$40,000.00.

(c) Said legal fees shall be inclusive of all out of pocket expenses of Attorneys.

(d) *Payment of said fees and expenses shall be entirely contingent, shall be due and payable upon the issuance of the Bonds and shall be payable solely from the proceeds of the Bonds.*

Section 3. Responsibilities of the City. The City shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the City, or other deemed necessary by Attorneys to render an opinion upon the validity of such proceedings. All costs and expenses incurred incidental to the actual issuance and delivery of Bonds, including the cost and expense of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, the cost of preparing the Bonds for execution and delivery, all printing costs and publication costs, and any other expenses incurred in connection with the issuance of Bonds, shall be paid from Bond proceeds.

Section 4. Non-Legal Services. In performing their services as bond counsel pursuant to this Agreement for Legal Services, it is understood and acknowledged by the City that Attorneys will not be providing financial advisory, placement agent, investment banking or other similar services. It is expected that the City will engage other consultants to provide any such services with respect to the financing.

Section 5. Termination of Agreement. This Agreement for Legal Services shall terminate at the time of issuance of the Bonds but may be terminated at any earlier time by the City, with or without cause, following thirty (30) days written notice by the City to Attorneys. In the event

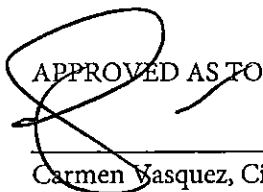
of such termination, all finished and unfinished documents shall, at the option of the City, become its property and shall be delivered by Attorneys.

Section 6. Amendment or Modification. No amendment, modification, or other alteration of this Agreement for Legal Services shall be valid unless in writing and signed by both of the parties hereto.


Section 7. Entire Agreement. This Agreement for Legal Services contains the entire agreement of the parties hereto. No other agreement, statement, or promise made on or before the effective date of this Agreement for Legal Services will be binding on the parties hereto.

IN WITNESS WHEREOF, the City and Attorneys have executed this Agreement for Legal Services as of the date first above written.


APPROVED AS TO FORM:


Carmen Vasquez, City Attorney

CITY OF GARDENA

By 
Name CLINT D. OSORIO
Title CITY MANAGER

QUINT & THIMMIG LLP

By 
Brian D. Quint