

GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

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

Tuesday, March 14, 2023 Open Session 7:30 p.m.

TASHA CERDA, Mayor
PAULETTE C. FRANCIS, Mayor Pro Tem
MARK E. HENDERSON, Council Member
RODNEY G. TANAKA, Council Member
WANDA LOVE, Council Member

MINA SEMENZA, City Clerk GUY H. MATO, City Treasurer CLINT OSORIO, City Manager CARMEN VASQUEZ, City Attorney LISA KRANITZ, Assistant City Attorney

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
- 2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.

3. ATTEND THE MEETING IN PERSON

PUBLIC COMMENT: The City Council will hear from the public on any item on the agenda or any item of interest that is not on the agenda at the following times:

- Agenda Items At the time the City Council considers the item or during Oral Communications
- Non-agenda Items During Oral Communications
- Public Hearings At the time for Public Hearings listed on the Agenda

If you wish to address the Council, please complete a "Speaker Request" form and present it to the City Clerk or Sergeant of Arms. You will be called to the podium by name when it is your turn to address the Council. The City Council cannot legally take action on any item not scheduled on the Agenda. Such items may be referred for administrative action or scheduled on a future Agenda. 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 cityclerk@cityofgardena.org at least 24 business hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

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

2. **CLOSED SESSION**

CITY ATTORNEY REPORT OUT OF CLOSED SESSION

- 3. PLEDGE OF ALLEGIANCE
- 4. **INVOCATION**
- 5. **PRESENTATIONS**
 - 5.A Gardena Events Video Presentation
- 6. **PROCLAMATIONS**
- 7. **APPOINTMENTS**
- 8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC - Roll Call Vote Required On The 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.

PUBLIC COMMENT ON CONSENT CALENDAR

8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and that they Be read by Title Only

CONTACT: CITY CLERK

8.B Approve Minutes:

Regular Meeting of the City Council, February 28, 2023

CONTACT: CITY CLERK

02282023 REGULAR Minutes CC Meeting - FINAL.pdf

8.C Receive and File of Minutes:

Planning & Environmental Quality Commission, February 21, 2023

CONTACT: COMMUNITY DEVELOPMENT

23 02 21 PCMIN (signed)

8.D Approval of Warrants/Payroll Register, March 14, 2023

CONTACT: CITY TREASURER

Warrant-Payroll Register 03-14-23.pdf

8.E Monthly Investment Report, January 2023

CONTACT: CITY TREASURER

January 2023 Investment Report.pdf

8.F Personnel Report P-2023-4 3-14-23

CONTACT: HUMAN RESOURCES PERS RPT P-2023-4 3-14-23.pdf

8.G Acceptance and Notice of Completion for the Pedestrian Safety Improvements FY 2022-2023 - Sidewalk Trip Hazard Removal Phase, JN 513 (a.k.a. On-call services for Concrete Remediation)

CONTACT: PUBLIC WORKS

NOC_Concrete Remediation_JN 513.doc

8.H Acceptance and Notice of Completion for the 170th St. Street Improvement Project from Normandie Avenue to Vermont Avenue, JN 944

CONTACT: PUBLIC WORKS

JN 944 170th Street Improvement NOC.pdf

9. **EXCLUDED CONSENT CALENDAR**

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A MARCH 7, 2023 MEETING

Conditional Use Permit #7-21, Site Plan Review #9-21, and Environmental Assessment #18-21

The Planning Commission reviewed the applicant's request to continue the project at the next Planning and Environmental Quality Commission meeting on March 21, 2023.

APPLICANT: Gardena Owner LP LOCATION: 1600 West 135th Street

<u>Commission Action:</u> The Planning Commission motioned to continue the public hearing of Conditional Use Permit #7-21, Site Plan Review #9-21, and Environmental Assessment #18-21 to the next Planning and Environmental Quality Commission meeting on March 21, 2023, as requested by the applicant.

<u>City Council Action:</u> No City Council action is needed.

10.B MARCH 7, 2023 MEETING

Conditional Use Permit #3-22 and Site Plan Review #3-22

The Planning Commission reviewed a Resolution of Denial for the use of an indoor firearm shooting range located on a 0.46-acre site, for the following:

- Conditional Use Permit (CUP #3-22), per section 18.46.030.C.9 of the Gardena Municipal Code (GMC), for the operation of an indoor firearm shooting range facility located at the Industrial (M-1) zone; and
- Site Plan Review (SPR #5-22) required for any development project for which a Conditional Use Permit is being sought; and
- Determination that the project is exempt from CEQA pursuant to the existing facility exemption, CEQA Section 15301.

APPLICANT: Edmund Tan

LOCATION: 1435 West 130th Street (APN:6102-003-020)

Commission Action: The Planning Commission approved Resolution No. PC 3-23, by a vote of 4-0-0, denying Conditional Use Permit #3-22.

<u>City Council Action:</u> Receive and file or Call for Review (By way of two votes from the City Council)

To view the complete Planning Commission Packet CLICK HERE. 2023 03-07 PCAX.pdf

11. ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)

Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.

- 12. **DEPARTMENTAL ITEMS ADMINISTRATIVE SERVICES**
- 13. **DEPARTMENTAL ITEMS COMMUNITY DEVELOPMENT**
- 14. <u>DEPARTMENTAL ITEMS ELECTED & CITY MANAGER'S OFFICES</u>
 - 14.A Renewal of the General Services Agreement (GSA) with the County of Los Angeles for a Five-Year Period, July 1, 2023 through June 30, 2028

Staff Recommendation: Approve Agreement general services agreement Gardena 2023.pdf

15. **DEPARTMENTAL ITEMS - POLICE**

15.A Authorization of Ammunition Purchases from Dooley Enterprises, Inc. Not to Exceed \$60,000 for Fiscal Year 2022-23

Staff Recommendation: Authorize ammunition purchases.Dooley - Sole Source Letter from Winchester

16. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

16.A Authorize the Director of Public Works to Enter into Exchange Agreement and Assignment of Federal Surface Transportation Program-Local (STP-L) and Highway Infrastructure Program (HIP) Funds with Los Angeles County Metropolitan Transportation Authority (LACMETRO), in a form approved by the City Attorney

Staff Recommendation:

• Authorize Funding Exchange

GARDENA_HIP STPL Exchange Agrmt_Feb 2023.pdf

16.B Award Construction Contract for the Gardena Community Aquatic and Senior Center Project – Underground Utility Phase, JN 978, to Doty Bros. Equipment Company, in the amount of \$157,038, approve the Project Plans & Specifications and Budget Contingency.

Staff Recommendations:

- Award Construction Contract.
- Approve the Project Plans and Specifications.
- Approve Budget Contingency.

JN 978_Aquatic & Senior Center_Underground Utility Complete Specs.pdf JN 978 Aquatic & Senior Center_Utility Plans.pdf

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES

17.A Approval of the City of Gardena Homeless Strategic Plan from March 2023-December 31, 2025

Staff Recommendation: Approve the City of Gardena Homeless Strategic Plan

City of Gardena Homelessness Strategic Plan_030323.pdf Gardena 2282023 Homeless Plan Presentation.pdf

18. **DEPARTMENTAL ITEMS - TRANSPORTATION**

19. **COUNCIL ITEMS**

19.A 12-Month Pilot Commercial Façade Improvement Program

Staff Recommendation: Approve Establishing a 12-month Pilot Commercial Façade Improvement Program

Draft_Commercial_Facade_Improvement_Program_Guidelines.pdf Staff Report - Facade Improvement Program.pdf

20. **COUNCIL DIRECTIVES**

21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

22. COUNCIL REMARKS

- 1. MAYOR PRO TEM FRANCIS
- 2. COUNCIL MEMBER TANAKA
- 3. COUNCIL MEMBER LOVE
- 4. MAYOR CERDA
- 5. COUNCIL MEMBER HENDERSON

23. ANNOUNCEMENT(S)

24. REMEMBRANCES

Officer Thomas Martinez, former retired Police Officer with the Gardena Police Department;

<u>John Jimenez</u>, 91 years of age, life-long resident of Gardena; he is survived by his wife Florence, and children Connie, Irene, Robert and Susan, grandchildren, and great grandchildren; he will be dearly missed by his family.

25. ADJOURNMENT

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, March 28, 2022.

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 10th day of March 2023.

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

MINUTES Regular Meeting of the Gardena City Council Tuesday, February 28, 2023

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:04 PM on Tuesday, February 28, 2023, in the Council Chamber at City Hall 1700 West 162nd Street, Gardena, California; Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Paulette C. Francis; Council Member Mark E. Henderson; Council Member Rodney G. Tanaka; Council Member Wanda Love was away on an excused absence; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; City Treasurer Guy H. Mato; City Clerk Mina Semenza; and Deputy City Clerk Becky Romero.

PUBLIC COMMENT ON CLOSED SESSION - None

2. CLOSED SESSION

2.A CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code Section 54956.8

Property: 1731 W. 162nd Street, Gardena, CA 90247

Agency Negotiator: Clint Osorio, City Manager and Greg S. Tsujiuchi, Director of

Community Development

Negotiating Parties: Gary J. Uyeda and his agent Glen Higuchi

Under Negotiation: Price and Terms of Payment

<u>CITY ATTORNEY REPORT OUT OF CLOSED SESSION</u>

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:45 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated that direction was provided to staff, but no reportable action was taken.

3. PLEDGE OF ALLEGIANCE

Kristinah Silva led the Pledge of Allegiance. She attends Serra High School. Kristina is the Vice President of her class and is currently a Cadette in training with the Hawthorne Police Department.

4. INVOCATION

Presented by Pastor, Larry Dozier, The New Earth Christian Church, gave the Invocation.

5. PRESENTATIONS

5.A Gardena Military Veteran Recognition to Honor Gary N. Sakata, who served in the U.S. Army. He was chosen at the recommendation of Mayor Pro Tem Paulette C. Francis (to be accepted by Mr. Gary Sakata)

Mayor Cerda read a brief Biography; then Mayor Pro Tem Francis presented Mr. Sakata with a City of Gardena Veterans Commemorative Coin. Mr. Sakata was given an opportunity to speak and appropriate photos were taken.

- 5.B Boards and Commissions Update Human Services Commission
 - Jackie Arcos, Liaison for the Human Services Commission, provided a Presentation.
- 5.C Los Angeles Community College District (LACCD) Presentation
 - Robert Urtega, Local Advocate for the Los Angeles Community College District introduced President of Southwest College, Dr. Anthony Culpepper, who provided a Presentation.

Council Member Henderson stated, as a former student, he is proud to see how the college is progressing and how our bond dollars are at work with the new facilities. He encourages everyone to visit the college and thanked Dr. Culpepper for the presentation.

Mayor Pro Tem Francis mentioned, as a former student, also thanked him for his presentation and is excited to hear about all the good things and the growth of the college.

Mayor Cerda, being an alumni, also thanked and commended him for such a great campus. She is pleased to hear about all the great things that they are doing at the college.

- 5.D Homeless Strategic Plan Overview Presentation
 - Director of Recreation and Human Services, Stephany Santin and Homeless Coordinator, Diana Espinoza, co-presented the PowerPoint Presentation.

There was a discussion which included Council; Director Santin & Homeless Coordinator Espinoza answered all of their questions; Director Santin acknowledged all participants who were involved in the creation of the Homeless Strategic Plan.

- 5.E Certificate of Commendation in Special Recognition of Retirements and Long-Time Service to the City of Gardena:
 - (a) Walter Hill, Custodian Lead 32 years (Recreation & Human Services Department)

Director of Recreation and Human Services, Stephany Santin thanked Mr. Hill for all his hard work and dedication.

Mayor Cerda read Mr. Hill's Certificate of Commendation and expressed her appreciation for Mr. Hill.

6. PROCLAMATIONS

Mayor Cerda announced the Gardena Events Video Presentation that is highlighting the Recreation and Human Services Department current and future events.

- 6.A "WOMEN'S HISTORY MONTH" March 2023
 - was proclaimed by Mayor Cerda
- 6.B "BLACK HISTORY MONTH" February 2023
 - was proclaimed by Mayor Cerda
- 7. APPOINTMENTS No Appointments were made

8. CONSENT CALENDAR

8.A Waiver of Reading in Full of All Ordinances Listed on this Agenda and that they be Read by Title Only

CONTACT: CITY CLERK

8.B Approve Minutes:

Regular Meeting of the City Council, January 24, 2023 Special Meeting of the Gardena City Council, February 15, 2023

CONTACT: CITY CLERK

8.C Receive and File of Minutes:

Planning & Environmental Quality Commission, December 6, 2022 Planning & Environmental Quality Commission, January 31, 2023

CONTACT: COMMUNITY DEVELOPMENT

8.D Approval of Warrants/Payroll Register, February 14, 2023

CONTACT: CITY TREASURER

February 14, 2023: Wire Transfer: 12312-12320; Checks Voided: 170431-170643–for a total Warrants issued in the amount of \$4,032,799.30; Total Payroll Issued for January 27, 2023: \$2,063,008.03; February 10, 2023: \$1,698,182.40.

8.E Approval of Warrants/Payroll Register, February 28, 2023

CONTACT: CITY TREASURER

February 28, 2023: Wire Transfer: 12321-12334; Checks Voided: 170644-170838–for a total Warrants issued in the amount of \$1,614,395.70; Total Payroll Issued for February 24, 2023: \$2,251,874.16.

8.F Monthly Investment Report, December 2022

CONTACT: CITY TREASURER

8.G Personnel Report P-2023-3 2-28-23

CONTACT: HUMAN RESOURCES

8.H <u>RESOLUTION NO. 6622</u>, Authorizing Execution of Administering Agency-State Master Agreements for State and Federal-Aid Funded Projects **CONTACT: ADMINISTRATIVE SERVICES**

RESOLUTION NO. 6622

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, AUTHORIZING EXECUTION OF ADMINISTERING AGENCY-STATE MASTER AGREEMENTS FOR STATE AND FEDERAL-AID FUNDED PROJECTS

8.I <u>RESOLUTION NO. 6623,</u> Amending the List of Authorized Games and Authorizing the Play of Certain Games in Licensed Card Clubs

CONTACT: CITY MANAGER

RESOLUTION NO. 6623

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

8.J <u>Second Reading and Adoption of ORDINANCE NO. 1848</u>, Amending Title 18 of the Gardena Municipal Code Primarily Relating to the Establishment of Housing Overlays and Development Standards Pertaining Thereto and Revising the City's Zoning Map and Finding the Adoption to be Exempt from CEQA Pursuant to CEQA Guidelines Sections 15061(B)(3) and 15308.

CONTACT: COMMUNITY DEVELOPMENT

ORDINANCE NO. 1848

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AMENDING TITLE 18 OF THE GARDENA MUNICIPAL CODE PRIMARILY RELATING TO THE ESTABLISHMENT OF HOUSING OVERLAYS AND DEVELOPMENT STANDARDS PERTAINING THERETO AND REVISING THE CITY'S ZONING MAP AND FINDING THE ADOPTION TO BE EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(b)(3) and 15308

8.K California Energy Commission Grant Agreement CONTACT: COMMUNITY DEVELOPMENT

8.L <u>RESOLUTION NO. 6613,</u> Artesia Boulevard Landscaping Assessment District Renewal for the Fiscal Year Commencing July 1, 2023 and Ending June 30, 2024.

CONTACT: PUBLIC WORKS

RESOLUTION NO. 6613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ARTESIA BOULEVARD LANDSCAPING ASSESSMENT DISTRICT RENEWAL FOR THE FISCAL YEAR COMMENCING JULY 1ST, 2023 AND ENDING JUNE 30TH, 2024

8.M <u>RESOLUTION NO. 6614</u>, Consolidated Street Lighting District Renewal for the Fiscal Year Commencing July 1, 2023, and Ending June 30, 2024.

CONTACT: PUBLIC WORKS

RESOLUTION NO. 6614

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, CONSOLIDATED STREET LIGHTING DISTRICT RENEWAL FOR THE FISCAL YEAR COMMENCING JULY 1ST, 2023 AND ENDING JUNE 30TH, 2024

- 8.N Approve Carnival Agreement with Baque Bros/Classic Rides for Spring Carnival at Mas Fukai on Friday, April 7, Saturday, April 8, and Sunday, April 9, 2023.
 - **CONTACT: RECREATION & HUMAN SERVICES**

8.O Approve Fuel Contract Increase with Clean Energy for the Purchase of Compressed Natural Gas (CNG)

CONTACT: TRANSPORTATION

It was moved by Council Member Henderson, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote to Approve all Items on the Consent Calendar with the exception of Items 8.J, 8.K and 8.O:

Ayes: Council Member Henderson, Mayor Pro Tem Francis, Council

Member Tanaka, and Mayor Cerda

Noes: None

Absent: Council Member Love

9. EXCLUDED CONSENT CALENDAR

- 8.J <u>COMMUNITY DEVELOPMENT</u> <u>Second Reading and Adoption of ORDINANCE NO. 1848</u>, Amending Title 18 of the Gardena Municipal Code Primarily Relating to the Establishment of Housing Overlays and Development Standards Pertaining Thereto and Revising the City's Zoning Map and Finding the Adoption to be Exempt from CEQA Pursuant to CEQA Guidelines Sections 15061(B)(3) and 15308.
 - Item pulled by Mayor Pro Tem Francis

Mayor Pro Tem Francis brought forth her concerns for pulling Ordinance No. 1848 for its Second Reading.

Senior Planner, Amanda Acuna explained in detail that this ordinance has to do with amending the GMC relating to the establishments of the Housing Overlays and Housing Standards pertaining to revising the City's Zoning Map.

City Attorney Vasquez then stated that in our last meeting we adopted Urgency Ordinance No. 1847 which adopted the Zoning. She further explained it was recommended by our City Attorney's office in an abundance of caution that this ordinance have a first and second reading, because of the legal potential challenge that was received; as a result of adopting Urgency Ordinance No. 1847, we received a letter today that stated we have a compliant Housing Element.

City Attorney Vasquez noted for the record — Tonight because this is a regular Ordinance it only requires three (3) out of the five (5) votes to pass.

It was moved by Council Member Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Approve Item 8.J:

Ayes: Council Members Tanaka and Henderson, and Mayor Cerda

Noes: Mayor Pro Tem Francis Absent: Council Member Love

8.K <u>COMMUNITY DEVELOPMENT</u> - California Energy Commission Grant Agreement. - *Item pulled by Mayor Pro Tem Francis*

Mayor Pro Tem Francis asked for confirmation of this grant agreement. City Manager Osorio replied that the State has asked that we automate the permit process when it comes to solar panels; we are required to have an application be processed through an app. She then asked how much the grant was for and he replied \$60,000.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Henderson, and carried by the following roll call vote to Approve Item 8.K:

Ayes: Mayor Pro Tem Francis, Council Members Henderson, Tanaka, and

Mayor Cerda

Noes: None

Absent: Council Member Love

Mayor Cerda noted for the record that — Oral Communication will be taken out of order and shall be heard by a specific time as stated on our Agenda. She allowed for all individuals to speak at this time and informed everyone that once finished with Oral Communications the meeting will resume with Item 8.0.

11. ORAL COMMUNICATIONS

1) <u>John Bradley</u>, <u>John Hilario</u>, <u>Ken Virzi</u>, <u>Dot Lin</u>, <u>Charisma DeBerry</u>; <u>Bryon Young</u> and <u>Sam Steward</u>, residents of Rosecrans Place in Gardena expressed their concerns and spoke in opposition of the U-Haul Development Plan.

Mayor Cerda thanked everyone for coming out and expressing their concerns and making all Council Members aware of the impact that the project can have on their residence.

- 2) <u>Hector Vargas</u>, Board Member for Grandeza Mexicana Folk Ballet Company; came to announce their upcoming events and are looking to partner with the City of Gardena.
- 3) <u>Sarah Harper</u>, from Mayme Dear Library; came to announce library upcoming events happening at the Mayme Dear and Satow Libraries.

11.A PUBLIC COMMENT

1) City Clerk Mina Semenza, noted for the record the email that was received from the public.

Mayor Cerda resume the meeting with Consent Calendar Item 8.O.

Mayor Pro Tem Francis asked to pulled Item 8.N – noted for the record this Item was not pulled during the initial Consent Calendar roll call.

City Attorney Vasquez informed Mayor Cerda that with her permission Mayor Pro Tem Francis can ask her question, but the motion has been voted on already.

8.N <u>RECREATION AND HUMAN SERVICES</u> - Approve Carnival Agreement with Baque Bros/Classic Rides for Spring Carnival at Mas Fukai on Friday, April 7, Saturday, April 8, and Sunday, April 9, 2023.

Mayor Pro Tem Francis brought forth her concern about safety, same as last year; and asked if there is a plan. City Manager Osorio explained that one security guard will be paid by the City, and two of our Police Officers will be present from 2:00p.m. to closing on Friday, Saturday and Sunday; he continued to say that this same plan worked last year.

8.0 <u>TRANSPORTATION</u> - Approve Fuel Contract Increase with Clean Energy for the Purchase of Compressed Natural Gas (CNG) - Item pulled by Mayor Pro Tem Francis

Mayor Pro Tem Francis asked for confirmation about the increase in the cost of natural gas, and also asked what happens if the gas prices go down. She then asked which of our buses does this affect and asked if we were going to install gas tanks at GTrans; she also asked if there is money left over, does it just roll over to the fund and asked for confirmation that this does not affect the general fund.

City Manager Osorio and Director of Transportation Ernie Crespo answered all of her questions.

It was moved by Mayor Pro Tem Francis, seconded by Council Member Tanaka, and carried by the following roll call vote to Approve Item 8.0:

Ayes: Mayor Pro Tem Francis, Council Members Tanaka, Henderson, and

Mayor Cerda

Noes: None

Absent: Council Member Love

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

- 10.A FEBRUARY 7, 2023 MEETING Meeting Cancelled
- 10.B FEBRUARY 21, 2023 MEETING

Conditional Use Permit #7-21, Site Plan Review #9-21, and Environmental Assessment #18-21

The Planning Commission reviewed the applicant's request to continue the project to the next Planning and Environmental Quality Commission meeting on March 7, 2023.

APPLICANT: Gardena Owner LP LOCATION: 1600 West 135th Street

<u>Commission Action</u>: The Planning Commission motioned to continue the public hearing of Conditional Use Permit #7- 21, Site Plan Review #9-21, and Environmental Assessment #18 -21 to the next Planning and Environmental Quality Commission meeting on March 7, 2023, as requested by the applicant.

<u>City Council Action</u>: No City Council action needed. The Planning Commission had not approved an item resolution and motioned to continue the public hearing to March 7, 2023.

Mayor Pro Tem Francis asked what this was for?

Community Development Director Greg Tsujiuchi came up to the podium and answered her question.

10.C FEBRUARY 21, 2023 MEETING

Conditional Use Permit #3-22 and Site Plan Review #3-22

The Planning Commission considered a request for approval of the following entitlements to allow the use of an indoor firearm shooting range located on a 0.46-acre site:

- Conditional Use Permit (CUP #3- 22), per section 18.46.030.C.9 of the Gardena Municipal Code (GMC), for the operation of an indoor firearm shooting range facility located at the Industrial (M-1) zone; and
- Site Plan Review (SPR #5-22) required for any development project for which a Conditional Use Permit is being sought; and
- Determination that the project is exempt from CEQA pursuant to the existing facility exemption, CEQA Section 15301.

APPLICANT: Edmund Tan

LOCATION: 1435 West 130th Street

<u>Commission Action</u>: The Planning Commission directed Planning Staff to draft a Resolution of Denial for Conditional Use Permit #3-22 and Site Plan Review #5-22.

<u>City Council Action</u>: No City Council action needed.

- 12. DEPARTMENTAL ITEMS ADMINISTRATIVE SERVICES No Items
- 13. DEPARTMENTAL ITEMS COMMUNITY DEVELOPMENT No Items
- 14. DEPARTMENTAL ITEMS ELECTED & CITY MANAGER'S OFFICES No Items

15. <u>DEPARTMENTAL ITEMS - POLICE</u>

15.A Execution of One-Year Agreement with JL Group, LLC for Background Investigation Services Not to Exceed \$77,000

City Manager Osorio presented the Staff Report.

Mayor Pro Tem Francis asked the following questions: is this the same vendor we used last year, and we just renew the contract, why aren't we looking for a new vendor?

City Manager Osorio explained the contract details.

It was moved by Council Member Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Authorize and Execute Contract:

Ayes: Council Member Tanaka and Henderson, Mayor Pro Tem Francis,

and Mayor Cerda

Noes: None

Absent: Council Member Love

16. <u>DEPARTMENTAL ITEMS - PUBLIC WORKS</u> - No Items

17. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES

17.A Approval of a Fourth of July Fireworks Agreement in the amount of \$38,500 with Pyro Spectaculars Inc.

City Manager Osorio presented the Staff Report.

No Public Speakers.

Mayor Cerda asked if the display time was shortened; or was it the same amount time last year?

Mayor Pro Tem Francis asked if there was anything we could do to be comparable with our neighboring cities fireworks, such as being the same height, or level?

Mayor Cerda stated that she was unsure if we could be comparable; those may be illegals, but we can assure our residents that it will be safer at ours cause it will be done by a professional, and we have our Fire Department there.

Director of Recreation and Human Services, Stephany Santin and City Manager Osorio answered all questions.

It was moved by Council Member Henderson, seconded by Mayor Pro Tem Francis, and carried by the following roll call vote to Approve Agreement with Pyro Spectaculars Inc:

Ayes: Council Member Henderson, Mayor Pro Tem Francis, Council

Member Tanaka, and Mayor Cerda

Noes: None

Absent: Council Member Love

18. DEPARTMENTAL ITEMS - TRANSPORTATION - No Items

19. COUNCIL ITEMS – No Items

20. COUNCIL DIRECTIVES

Mayor Pro Tem Francis

 Asked for a report of how many tobacco stores sells tobacco. Would like to know if any rules or regulations can be implemented to limit the amount. – Mayor Cerda seconded it.

Mayor Cerda

1) Asked if we could look into a grant for business façade improvements – **Council Member Henderson seconded it.**

21. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Those items were, as follows:

1) Full compliance letter received from HCD – Approving the city 6th Cycle Housing Element from 2021-2029.

22. COUNCIL REMARKS

- COUNCIL MEMBER TANAKA- Since the last meeting Council Member Tanaka attended the COG Finance Committee, Cookies with the Rookies, The Student Leadership Program hosted by Kiwanis Key Club. Council Member Tanaka also attended the COG Board Meeting. Lastly, Council Member Tanaka acknowledges women for Women's History Month.
- 2) COUNCIL MEMBER HENDERSON- Since the last meeting Council Member Henderson attended the special meeting of the Housing Element. Council Member Henderson also attended the ICA Conference, the Advocacy Committee, Responsible Governance Committee, AQM Tach meeting, LA Chamber of Commerce event at the SOFI Stadium and obtained information regarding Digital Billboards, attended the viewing of Jessica Randell that took place at the Inglewood Mortuary. Council Member Henderson stated that he is no longer a Chair Responsible Governance. Council Member Henderson is now on the Advocacy Committee. Council Member Henderson stated that City of South Pasadena is looking into electrifying their police fleet. Council Member Henderson sends a special congratulations to Gardena resident Mrs. Yoshiko Miwa on the age of 109. Lastly, Council Member Henderson acknowledges women for Women's History Month.
- 3) MAYOR CERDA- Since the last meeting Mayor Cerda attended a Neighborhood watch meeting for 129th and Wilton Place which was held at the Senior Center. Mayor Cerda also attended Southern California Mayor's Leadership Conference that was held in the City of Claremont School of Management, a grand opening for a fast-food restaurant called Dirt Dog, and the ICA Conference. Mayor Cerda was also in attendance for the City Selection Meeting for the southwest sector where a rep for small cities affordable housing was selected. Mayor Cerda was also in attendance of her monthly CCGA meeting as well as the monthly Sanitation meeting, the Teen night that was held at Nakaoka Community Center, and The Special City Council Meeting on the Housing

Element. Mayor Cerda also attended a dinner with the Consulate General of Korea and several other mayors from South Bay Cities were also in attendance, Second City Selection meeting where the rep that was chosen for housing for small cities had to be ratified and a second vote had to be taken within a week and a half of each other, also in attendance of the retirement banquet for the L.A County Fire Department Chief Daryl Osby, The Miss Los Angeles County Pageant which was held at the Nakaoka Community center, Attended the City of Carson 55th anniversary of their city being incorporated, City Selection Meeting for AQMD Rep whom City Council Member Jose Salachi from the City of Lynwood will represent for the upcoming 2 years. Lastly, Mayor Cerda attended the funeral service for Jessica Randell who served as a senior citizens commission, cop cat rep, member of MLK, and Homeowners meeting. Mayor Cerda mentioned a call she received about a resident who had a stroke and sheds light on Brian Tanaka for a great deal of service to the customer who called. Mayor Cerda asked a representative from the Southern California Gas Company to do a presentation on the increase of gas. Mayor Cerda provides information on an app that you can download that display's the amount of gas has being used.

4) MAYOR PRO TEM FRANCIS - Mayor Pro Tem Francis also mentioned the notice of gas bill and rate increase and encourages those to participate in the hearing held virtually on March 6th regarding the gas bill. Since the last meeting Mayor Pro Tem Francis attended the West Basin Director's Installation Ceremony, Community meetings for the homeless plan, Los Angeles County Vector Control meeting, Beautification Commission meeting and reports that there are 168 Graffiti incidents and 168 illegal dumping which have been handled, attended the Black History Month Celebration called the Historical Africa Cultural Center located on Gardena Boulevard and Cookies with Rookies. Mayor Pro Tem Francis mentioned on March 18th there will be a hands-on gardening workshop that touches on drought gardening. Mayor Pro Tem Francis highlights the MLK parade is not a part of the Black History Month Program which was scheduled on January 14th but postponed due to weather, while also stating that Gardena is the first city besides Western Mississippi to honor Dr. Martin Luther King with a celebration. Mayor Pro Tem Francis states the program was started by Arthur Johnson in 1972 with the help of Rosemary Johnson. Mayor Pro Tem Francis mentions MLK Commemorative youth program on March 11th at Nakaoka Community Center. Lastly, Mayor Pro Tem Francis mentioned the reason she pulls the consent calendar items for the significance to discuss any time we are spending money, receiving money, or a new program is introduced; that way the community is updated on the information on what we do and why it is being done.

23. ANNOUNCEMENT(S)

Mayor Cerda announced:

- 1) Battle of the Badges Blood Drive, Thursday, March 2, 2023; 10:00 a.m.-4:00 p.m. at Rush Gymnasium, 1651 W. 162nd Street. Save a life for a chance to win a pair of Gardena Dodgers Day Tickets!
- 2) Shamrockin' & Rollin' Dance, Friday, March 10, 2023; 6:30 p.m.-9:00 p.m. at the Nakaoka Community Center. This is a Therapeutic Recreation Program (TRP).
- 3) Hands On Gardening Workshop, Saturday, March 18, 2023 from 9:30 a.m. 11:00 a.m. Workshop will be held at Rowley Park. You will learn about native and climate appropriate plants; proper plant installation and maintenance; water efficient irrigation devices.

- 4) Semi- Annual Clean Up Event Bulky item pickup, leave items out Event Schedule: If your normal trash day is: Monday Tuesday Wednesday Thursday Friday
 Then your cleanup day is: Feb. 18 Feb. 25 Mar. 4 Mar. 11 Mar. 18
 Please contact WR for more information at (888)467-7600.
- 5) Free Shredding Event for Gardena Residents, Saturday, April 29, 2023; 8:00 a.m.-12:00 p.m. at City Hall Complex. Proof of Residency Required. Maximum of 5 boxes (12x16x10 in) per household.

24. REMEMBRANCES

<u>Mrs. Florence Needham</u>, 98 years of age, beloved grandmother of Richard Gray, Home Improvement Helper from the Public Works Department.

<u>Mrs. Barbara Robinson</u>, 87 years of age, former Administrative Secretary with the City Clerk's Department. She provided over 16 years of service to the City of Gardena.

Mr. Hershel Clady, 81 years of age, Mr. Clady was a retired Assistant Fire Chief for the County of Los Angeles Fire Department. Mr. Clady retired in 2001 and provided over 32 years of service to the Department. He worked in Gardena for a short period of time as well.

Mrs. Betty Ann Hinds, 89 years of age, longtime Gardena resident and active member of the community.

<u>Officer Thomas Martinez</u>, former retired Police Officer with the Gardena Police Department.

25. ADJOURNMENT

At 10:31 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, March 14, 2023.

| | MINA SEMENZA City Clerk of the City of Gardena and |
|--------------------|--|
| APPROVED: | Ex-officio Clerk of the Council |
| | By: |
| Tasha Cerda, Mayor | Becky Romero, Deputy City Clerk |

Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission Tuesday, February 21, 2023

The Regular PEQC Meeting Notice and Agenda of the Planning and Environmental Quality Commission of the City of Gardena, California, was called to order at 7:00 PM on Tuesday, February 21, 2023, in the Council Chambers at 1700 W. 162nd Street, Gardena, California.

PARTICIPATE BEFORE THE MEETING by emailing the Planning Commission at <u>planningcommissioner@cityofgardena.org</u> by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.

1. CALL MEETING TO ORDER

The meeting was called to order at 7:00PM

2. ROLL CALL

Present: Chair Stephen P Langley; Vice Chair Deryl Henderson; Commissioner Steve Sherman; Commissioner Jules Kanhan

3. APPROVAL OF MINUTES

3.A December 6, 2022, MEETING

A motion was made by Commissioner Kanhan and seconded by Vice Chair Henderson to approve the minutes of the meeting on December 6, 2022. The minutes were approved 3-0-1.

Ayes: Kanhan, Henderson, Langley

Noes:

Abstain: Sherman

3.B January 31, 2023, SPECIAL MEETING

A motion was made by Vice Chair Henderson and seconded by Commissioner Kanhan to approve the minutes of the meeting on January 31, 2023. The minutes were approved 4-0-0.

Ayes: Henderson, Kanhan, Langley, Sherman

Noes: Abstain:

4. ORAL COMMUNICATIONS

Chair Langley invited anyone from the public to speak on any issues not on the agenda; however, there were no members of the public wishing to speak under oral communications.

5. PUBLIC HEARING ITEMS

5.A CONDITIONAL USE PERMIT #7-21 AND SITE PLAN REVIEW #9-21 ENVIRONMENTAL ASSESSMENT #18-21

Continuation to the March 7, 2023, Planning Commission Meeting.

Project Location: 1600 W. 135th Street, Gardena

Applicant: Gardena Owner LP

Continuation Memo.pdf

Senior Planner, Amanda Acuna, informed the Planning Commission that the item will be moved to the next Planning and Environmental Quality Commission meeting on March 7, 2023, at the applicant's request, and that the public hearing period will be continued to the respective date.

Chair Langley opened the public hearing.

5.B CONDITIONAL USE PERMIT #3-22 AND SITE PLAN REVIEW #5-22

The applicant is requesting approval of the following entitlements to allow the use of an indoor firearm shooting range located on a 0.46-acre site:

- Conditional Use Permit (CUP #3-22), per section 18.46.030.C.9 of the Gardena Municipal Code (GMC), for the operation of an indoor firearm shooting range facility located at the Industrial (M-1) zone; and
- Site Plan Review (SPR #5-22) required for any development project for which a Conditional Use Permit is being sought; and
- Determination that the project is exempt from CEQA pursuant to the existing facilities exemption, CEQA Section 15301.

APPLICANT: Edmund Tan

LOCATION: 1435 West 130th Street (APN: 6102-003-020)

Staff Report (CUP #3-22 & SPR #5-22)

Attachment A - Project Plans

Attachment B – Suggested Conditions (CUP #3-22 and SPR #5-22)

Attachment C - Public Comments

Ms. Acuna presented the project to the commission.

Chair Langley opened the public hearing.

The applicant, Edmund Tan, elaborated on his project, background, and reasons why he wanted to pursue the project, and requested a recommendation of approval.

Over 20 people gave their opinion to the commission, about the project, during the public hearing period.

Vice Chair Henderson commended the support the applicant has and asked if the applicant knows the reason why different shooting range facilities are closing in the area.

The applicant responded that there are different reasons, but the facility in Torrance lost its lease and the facility in San Pedro had closed off its facility to the public and is used for law enforcement only.

Vice Chair Henderson inquired what is the applicant's stance if an employee has any gun violations.

The applicant stated that if any employees have gun violations or misdemeanors they would not be allowed to be employed at the facility.

Vice Chair Henderson questioned how the applicant will track ammunition since only facility-sold ammunition can be used and cannot be taken off-premise.

The applicant answered that there will be an established bag check and they will enforce that all ammunition bought will be used within the facility before leaving the premise.

Vice Chair Henderson asked if there was a standard time duration or constraint the facility will implement to deter loitering.

The applicant stated the appointment system was requested from the approval conditions, and the facility will follow that condition. The appointment system will be followed for the allotted lanes to deter walk-in visits.

Commissioner Kanhan inquired if the facility would have a maximum number of members.

The applicant responded that he may expect 300-400 members in total, but the maximum will be made pending a study of member usage and utilization percentage of the 13 lanes.

Vice Chair Henderson asked if the applicant could confirm if there will be no fully automatic weapons.

The applicant answered that fully automatic rifles are highly restricted and very uncommon as it is mainly used by law enforcement.

Ms. Acuna and Community Development Director, Greg Tsujiuchi, explained the process of decisions the Commission will make for the project.

Chair Langley spoke to the audience about the recently adopted Housing Overlay to the northern adjacent properties, with the highest density overlay of 51-70 dwelling units per acre, and how the use of an indoor shooting range creates a dilemma of safety for future residential developments that the Commission must decide on.

Mr. Tsujiuchi introduced Gardena Chief of Police, Michael Saffell, and Building Official, Mark Berg if the Commission had any inquiries directed towards them.

Mr. Berg stated that he would work with the applicant and the construction company that the applicant is using, Action Target, to construct and contain all ammunition if the use is recommended for approval.

Chief Saffell stated that the recommended conditions will help the safety of the use, however, he is hesitant due to the lack of input from the residential mobile home park across the street.

Commissioner Kanhan added that he was also concerned about the residential home parks near the proposed indoor shooting range.

Commissioner Sherman asked about the shooting range that is within Gardena and if it was for law enforcement only.

Chief Saffell confirmed that the shooting range Commissioner Sherman was referencing, is for Gardena Police Department officers only.

Vice Chair Henderson relayed that he supported the use of an indoor shooting range in the City of Gardena. However, he is uneasy about the idea of the proposed location, especially with the recently adopted Housing Overlay and the sensitive area that this location will pose with future residential development.

Chair Langley stated he was impressed by the comments supporting the use and favored the idea of having an indoor gun range in the city but viewed the location as a detriment to the Housing Overlay and wanted more input from the mobile home park residents.

Mr. Tsujiuchi responded that mail notifications did get sent to the mobile home park residents, but no response was given to Planning Staff.

Commissioner Sherman said that the location might be better suited to the commercial areas to the south of Gardena.

Vice Chair Henderson asked Action Target representative, Chris Hart, about the construction of the building.

Mr. Hart elaborated on the requirements that would be imposed on the construction of the building and examples of different ranges the company has constructed.

Chair Langley closed the public hearing.

MOTION: It was moved by Vice Chair Henderson, and seconded by Chair Langley, to direct Planning Staff to draft and prepare a Resolution of Denial, based on the fact that the use will be detrimental due to the existing residential properties and the newly adopted housing overlay in the proposed location of 1435 West 130th Street.

The motion passed by the following roll call vote:

Ayes: Kanhan, Sherman, Henderson, Langley

City Attorney, Carmen Vasquez, stated that Planning Staff will prepare a Resolution of Denial, and present to the Planning Commission at the next regularly scheduled Planning Commission meeting on March 7, 2023, and the public hearing for this item is now closed.

6. COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Mr. Tsujiuchi advertised the Martin Luther King Jr. Parade is postponed again due to weather and that there is a Planning Commission Academy, held in Garden Grove, on the dates March 29 to March 31, 2023. If any commissioners wish to attend, they can let Planning Staff know by the end of the week.

Mr. Tsujiuchi also wished to recognize and award Commissioner Sherman for his over 10 years of service being a Planning Commissioner.

7. PLANNING & ENVIRONMENTAL QUALITY COMMISSIONERS REPORTS

Chair Langley requested to report the election of a new Chair at the next Planning Commission Agenda.

8. ADJOURNMENT

Chair Langley adjourned the meeting at 8:43 P.M.

Respectfully submitted,

GREG TSUJIUCHI, SECRETARY

Planning and Environmental Quality Commission

STEPHEN LANGLEY, CHAIR

Planning and Environmental Quality Commission

MEMORANDUM

TO:

Honorable Mayor and City Council

FROM:

City Treasurer's Office

DATE:

March 9, 2023

SUBJECT:

WARRANT REGISTER PAYROLL REGISTER

March 14, 2023

TOTAL WARRANTS ISSUED:

\$8,047,992.37

Wire Transfer:

12335-12346

Prepay:

170839-170844

Check Numbers:

170845-171012

Checks Voided:

Total Pages of Register: 21

March 10, 2023

TOTAL PAYROLL ISSUED:

\$1,681,941.68

Guy Mató, City

CC:

City Clerk

vchlist

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| 2/23/2023 | 112326 LWP CLAIMS SOLUTIONS INC. | 022223 | | WORKERS' COMP CLAIMS Total: | 4,321.13 4,321.13 |
| 2/27/2023 | 111894 HEALTHNOW ADMINISTRATIVE, SERVICES | U4767 | | HEALTH INSURANCE CLAIMS Total: | 76,131.64 76,131.64 |
| 2/27/2023 | 112326 LWP CLAIMS SOLUTIONS INC. | 022723 | | WORKERS' COMP CLAIMS Total: | 10,422.03 10,422.03 |
| 2/24/2023 | 101641 CALPERS | 100000017091662 | | 2023 REPLACEMENT BENEFIT Total: | 53.99 53.99 |
| 3/1/2023 | 112326 LWP CLAIMS SOLUTIONS INC. | 022823 | | WORKERS' COMP CLAIMS Total: | 13,843.57 13,843.57 |
| 2/3/2023 | 112401 PINNACLE CLAIMS MANAGEMENT INC | 3060401312023 | | FSA BENEFIT DEPOSIT Total: | 2,256.00 2,256.00 |
| 3/3/2023 | 419630 U.S. BANK | 2226529 | | TAXABLE POB SERIES 2020 Total: | 5,134,475.57 5,134,475.57 |
| 3/3/2023 | 111016 KAISER FOUNDATION HEALTH PLAN | MARCH 2023 | | HEALTH INSURANCE Total: | 337,908.61 337,908.61 |
| 3/3/2023 | 112326 LWP CLAIMS SOLUTIONS INC. | 030223 | | WORKERS' COMP CLAIMS Total: | 6,325.87 6,325.87 |
| 3/3/2023 | 112401 PINNACLE CLAIMS MANAGEMENT INC | 3060401312023BAL | | FSA BENEFIT BALANCE FOR 2023 Total: | 35,344.00 35,344.00 |
| 3/3/2023 | 111894 HEALTHNOW ADMINISTRATIVE, SERVICES | U4768 | | HEALTH INSURANCE CLAIMS Total: | 83,025.71 83,025.71 |
| 3/3/2023 | 112326 LWP CLAIMS SOLUTIONS INC. | 030323 | | WORKERS' COMP CLAIMS Total: | 7,425.26 7,425.26 |
| 2/27/2023 | 102730 ALL PRO SIGNS, INC. | 12766 | 024-00845 | MAS FUKAI PARK SIGN PROJECT | 7,288.03 |
| | 2/23/2023 2/27/2023 2/27/2023 2/24/2023 3/1/2023 3/3/2023 3/3/2023 3/3/2023 3/3/2023 3/3/2023 | 2/23/2023 112326 LWP CLAIMS SOLUTIONS INC. 2/27/2023 111894 HEALTHNOW ADMINISTRATIVE, SERVICES 2/27/2023 112326 LWP CLAIMS SOLUTIONS INC. 2/24/2023 101641 CALPERS | 2/23/2023 112326 LWP CLAIMS SOLUTIONS INC. 022223 2/27/2023 111894 HEALTHNOW ADMINISTRATIVE, SERVICES U4767 2/27/2023 112326 LWP CLAIMS SOLUTIONS INC. 022723 2/24/2023 101641 CALPERS 100000017091662 3/1/2023 112326 LWP CLAIMS SOLUTIONS INC. 022823 2/3/2023 112401 PINNACLE CLAIMS MANAGEMENT INC 3060401312023 3/3/2023 111016 KAISER FOUNDATION HEALTH PLAN MARCH 2023 3/3/2023 112326 LWP CLAIMS SOLUTIONS INC. 030223 3/3/2023 112401 PINNACLE CLAIMS MANAGEMENT INC 3060401312023BAL 3/3/2023 111894 HEALTHNOW ADMINISTRATIVE, SERVICES U4768 3/3/2023 112326 LWP CLAIMS SOLUTIONS INC. 030323 | 2/23/2023 112326 LWP CLAIMS SOLUTIONS INC. 022223 2/27/2023 111894 HEALTHNOW ADMINISTRATIVE, SERVICES U4767 2/27/2023 112326 LWP CLAIMS SOLUTIONS INC. 022723 2/24/2023 101641 CALPERS 100000017091662 3/1/2023 112326 LWP CLAIMS SOLUTIONS INC. 022823 2/3/2023 112401 PINNACLE CLAIMS MANAGEMENT INC 3060401312023 3/3/2023 111016 KAISER FOUNDATION HEALTH PLAN MARCH 2023 3/3/2023 112326 LWP CLAIMS SOLUTIONS INC. 030223 3/3/2023 112401 PINNACLE CLAIMS MANAGEMENT INC 3060401312023BAL 3/3/2023 111894 HEALTHNOW ADMINISTRATIVE, SERVICES U4768 3/3/2023 112326 LWP CLAIMS SOLUTIONS INC. 030323 | 2/23/2023 112326 LWP CLAIMS SOLUTIONS INC. 022223 WORKERS' COMP CLAIMS Total : |

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| 170840 | 2/28/2023 | 111675 MCCLAIN, GREGORY | 002/003/005 | 032-00129 | CONSULTANT SERVICES - HOUSING EI Total: | 7,310.00 7,310.00 |
| 170841 | 3/1/2023 | 116721 PYRO SPECTACULARS | 300 | 034-00571 | 4TH OF JULY FIREWORKS DISPLAY @ Total: | 19,250.00 19,250.00 |
| 170842 | 3/2/2023 | 101412 DEPARTMENT OF MOTOR VEHICLES | 030123 | | CLEAN AIR VEHICLE DECAL Total: | 22.00 22.00 |
| 170843 | 3/2/2023 | 112291 TEMECULA CREEK INN | 021523 | 035-01198 | PD TEAM BUILDING WORKSHOP Total: | 6,309.97 6,309.97 |
| 170844 | 3/8/2023 | 103269 CINCO DE MAYO COMMITTEE | 030823 | | 2021 EVENT RAFFLE TICKET REIMBUR Total : | 240.00 240.00 |
| 170845 | 3/14/2023 | 106086 ABC COMPANIES | 3455236 | | GTRANS AUTO PARTS Total: | 303.02 303.02 |
| 170846 | 3/14/2023 | 101748 AFTERMARKET PARTS COMPANY LLC, THE | 82792308 82842696 82935967 82942674 82942803 82943514 82944722 | 037-10167 037-10167 037-10167 037-10167 037-10167 037-10167 | GTRANS AUTO PARTS | 51.38 765.42 623.99 34.91 51.60 31.55 2,967.28 4,526.13 |
| 170847 | 3/14/2023 | 112192 AJ KIRKWOOD & ASSOSCIATES | J230241 | 037-10199 | DISPATCH INTERCOM RELOCATION AN Total: | 2,043.50 2,043.50 |
| 170848 | 3/14/2023 | 102730 ALL PRO SIGNS, INC. | 12836 | | MAS FUKAI MONUMENT SIGN Total: | 1,803.75 1,803.75 |
| 170849 | 3/14/2023 | 110183 ALLIANT INSURANCE SERVICES, INC. | 2205336 | 023-01438 | 2023 OPEN ENROLLMENT PACKAGE Total: | 15,660.03 15,660.03 |

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| | | | | | Total : | 68.24 |
| 170851 | 3/14/2023 | 112404 ARIAS JR., RICHARD | 022123 | | GRAGA TOURNAMENT WINNINGS | 65.00 |
| | | | | | Total : | 65.00 |
| 170852 | 3/14/2023 | 112403 ARIAS, VINCENT | 022123 | | GRAGA TOURNAMENT WINNINGS | 210.00 |
| | | | | | Total : | 210.00 |
| 170853 | 3/14/2023 | 101459 ASBURY ENVIRONMENTAL SERVICES | 1500-00900277 | | HAZARDOUS WASTE DISPOSAL SERVI | 95.00 |
| | | | | | Total : | 95.00 |
| 170854 | 3/14/2023 | 104687 AT&T | 19537245 | | TELEPHONE | 34.04 |
| | | | 19537246 | | TELEPHONE | 87.07 |
| | | | 19537260 | | TELEPHONE | 34.04 |
| | | | 19537268 | | TELEPHONE | 34.04 |
| | | | 19537269 | | TELEPHONE | 89.34 |
| | | | 19562795 | | TELEPHONE | 396.65 |
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| 170855 | 3/14/2023 | 111170 AT&T FIRSTNET | 287290395417X2102023 | | PD CELL PHONE ACCT #287290395417 | 399.89 |
| | | | | | Total : | 399.89 |
| 170856 | 3/14/2023 | 102880 AUTOPLEX, INC. | 14113 | | 2018 NISSAN FRONTIER #1529609 BAT | 244.49 |
| | | | 14124 | | 2018 FORD INTRCPTR #1554678 OIL & | 45.54 |
| | | | 14279 | | 2021 FORD INTRCPTR #1614731 OIL & | 84.69 |
| | | | 14341 | | 2011 FORD INTRCPTR #1494034 OIL & | 44.50 |
| | | | 14438 | | 2021 FORD INTRCPTR #1615789 OIL & | 88.93 |
| | | | 14714 | | 2021 FORD EXPLR #1615788 WINDSHIE | 89.26 |
| | | | | | Total : | 597.41 |
| 170857 | 3/14/2023 | 412610 BANK OF NEW YORK MELLON, THE | 252-2534596 | | ADMIN FEE- 2007 SBRPCA REFUNDING | 1,870.00 |
| | | | | | Total : | 1,870.00 |
| 170858 | 3/14/2023 | 102054 BAVCO | 190112 | | (34) BACKFLOW VALVE INSPECTIONS | 1,930.00 |
| | | | 196963 | | (11) BACKFLOW VALVE INSPECTIONS | 860.00 |
| | | | 200483 | | (7) BACKFLOW VALVE INSPECTIONS | 320.00 |
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| 170859 | 3/14/2023 | 102400 BAYSIDE MEDICAL CENTER | 00150695 | | BLOOD DRAW Total: | 127.20 127.20 |
| 170860 | 3/14/2023 | 103641 BECNEL UNIFORMS | 54688 54689 | | BUS UNIFORM SUPPLIES BUS UNIFORM SUPPLIES Total: | 545.22 185.06 730.28 |
| 170861 | 3/14/2023 | 109037 BEEMAN, RAYMOND | 02/01-02/03 | | 2023 CSMFO CONFERENCE Total : | 482.18 482.18 |
| 170862 | 3/14/2023 | 107747 BENGAR PRODUCTIONS | 7152 | | EMBROIDERY - COG GTRANS LOGO O Total : | 130.00 130.00 |
| 170863 | 3/14/2023 | 102243 BISHOP COMPANY | 838838 | | TREE PROGRAM SUPPLIES Total: | 44.09 44.09 |
| 170864 | 3/14/2023 | 102331 BLUE DIAMOND MATERIALS | 3068601 | | STREET MAINT SUPPLIES Total: | 126.04 126.04 |
| 170865 | 3/14/2023 | 111692 BOARD UP BOYS LLC | 20107291391 | | PROFESSIONAL SERVICES Total: | 1,425.00 1,425.00 |
| 170866 | 3/14/2023 | 111902 BPR CONSULTING GROUP LLC | 526 | 032-00114 | CONSULTING SERVICES - JANUARY 20 Total : | 81,880.65 81,880.65 |
| 170867 | 3/14/2023 | 803420 CARPENTER, ROTHANS & DUMONT, LA | W OFF 42514 42585 42963 | | LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES Total: | 108.00 992.00 1,345.52 2,445.52 |
| 170868 | 3/14/2023 | 110862 CES ENVIRONMENTAL CONSULTANTS | 23-047 | 024-00877 | PROJECT MGMT - FIRE STATION 158 R Total: | 1,400.00 1,400.00 |
| 170869 | 3/14/2023 | 110605 CHANDLER ASSET MANAGEMENT | 2302GARDENA | 013-00030 | INVESTMENT MGMT SERVICES - FEBR Total : | 2,460.55 2,460.55 |

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| 170871 | 3/14/2023 | 111612 CHARTER COMMUNICATION | PERMIT #17524 | | PERMIT DEPOSIT REFUND - 2140 W 13 Total : | 1,000.00 1,000.00 |
| 170872 | 3/14/2023 | 112417 CIS INTERNATIONAL HOLDINGS | PERMIT #17639 | | PERMIT DEPOSIT REFUND - 1405 W 17 Total : | 2,000.00 2,000.00 |
| 170873 | 3/14/2023 | 111534 CLEAN ENERGY | CE12570158 | 037-10217 | GTRANS OFFSITE CNG FUELING SERV | 50,805.32 50,805.32 |
| 170874 | 3/14/2023 | 110215 CLEVER DEVICES LTD | PI00009055 | 037-09906 | PURCHASE AND INSTALLATION OF GR Total : | 37,752.00 37,752.00 |
| 170875 | 3/14/2023 | 111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC | 54982 54983 | | LEGAL SERVICES LEGAL SERVICES Total: | 30.16 174.35 204.51 |
| 170876 | 3/14/2023 | 103353 CRM COMPANY, LLC. | LA22062 LA22063 LA22106 | | SCRAP TIRE DISPOSAL FEE SCRAP TIRE DISPOSAL FEE SCRAP TIRE DISPOSAL FEE Total: | 69.50 69.50 69.50 208.50 |
| 170877 | 3/14/2023 | 106193 CUMMINS SALES AND SERVICE | X4-36716 | | SEWER PROG SUPPLIES Total: | 155.43 155.43 |
| 170878 | 3/14/2023 | 312558 DEPARTMENT OF ANIMAL CARE, & CONTRO | L JANUARY 2023 | | MONTHLY ANIMAL SERVICES - JANUAF Total : | 637.13 637.13 |
| 170879 | 3/14/2023 | 303377 DEPARTMENT OF TRANSPORTATION | SL230454 | | SIGNALS & LIGHTING-ARTESIA BLVD & Total : | 1,129.69 1,129.69 |
| 170880 | 3/14/2023 | 312117 DEPARTMENT OF WATER & POWER | 022323 030223 | | LIGHT & POWER LIGHT & POWER Total : | 97.55 65.51 163.06 |
| 170881 | 3/14/2023 | 312187 DEPARTMENT OF WATER & POWER | GA203592 | | CABLE & POLE ATTACHMENT FEE - JAI | 488.18 |

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| 170881 | 3/14/2023 | 312187 312187 DEPARTMENT OF WATER & PO | WER (Continued) | | Total : | 488.18 |
| 170882 | 3/14/2023 | 105182 DIRECTV | 064118066X230220 | | DIRECTV SERVICE - BUSINESS XTRA - Total : | 2,439.38 2,439.38 |
| 170883 | 3/14/2023 | 110849 DMS CONSULTANTS CIVIL, ENGINEERS, INC | GA-005-5 | 024-00822 | VAN NESS AVE STREET IMPR JN992 Total : | 8,350.00 8,350.00 |
| 170884 | 3/14/2023 | 103241 DP STAR AUTOMOTIVE, INC. | 65472 65473 65474 | | SMOG INSPECTIONS - 2015 TOYOTA C. SMOG INSPECTIONS - 2015 NISSAN SMOG INSPECTIONS - 2015 TOYOTA SI Total : | 45.00 45.00 45.00 135.00 |
| 170885 | 3/14/2023 | 111452 DRAW TAP GIS, LLC | 2023GAR-0017 | 032-00083 | CONSULTANT SERVICES - PARCEL UPI Total : | 1,417.50 1,417.50 |
| 170886 | 3/14/2023 | 104276 DREHS, LARRY W. | FEBRUARY 2023 | | MARTIAL ARTS INSTRUCTOR Total: | 1,604.70 1,604.70 |
| 170887 | 3/14/2023 | 111973 DUDEK | 202209095 202211620 202300604 | 032-00101 032-00101 032-00101 | PROFESSIONAL SERVICES - INSITE - 1 PROFESSIONAL SERVICES - INSITE - 1 PROFESSIONAL SERVICES - INSITE - 1 Total : | 952.50 3,215.00 1,950.00 6,117.50 |
| 170888 | 3/14/2023 | 109416 E S SPORTS | 11615 | | CUSTOM GRAPHICS FOR UNIT P18 Total: | 367.70 367.70 |
| 170889 | 3/14/2023 | 112354 ECONOMIC & PLANNING SYSTEM, INC. | 224038-3 | 032-00121 | PROFESSIONAL SERVICES - HOUSING Total: | 5,827.50 5,827.50 |
| 170890 | 3/14/2023 | 110534 EL DORADO NATIONAL | 90778541 90783805 | | GTRANS BUS VEHICLE SUPPLIES GTRANS BUS VEHICLE SUPPLIES Total: | 197.28 218.08 415.36 |
| 170891 | 3/14/2023 | 106459 ENTERPRISE FM TRUST | FBN4688423 FBN4689882 | 023-01402 023-01402 | ENTERPRISE LEASE - MARCH 2023 ENTERPRISE LEASE - MARCH 2023 - P Total : | 6,421.90 9,867.88 16,289.78 |

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| 170892 | 3/14/2023 | 112419 ESTRADA, MIGUEL | PERMIT #17616 | | PERMIT DEPOSIT REFUND - 1262 W 13 | 500.00 |
| | | | | | Total : | 500.00 |
| 170893 | 3/14/2023 | 106129 FEDEX | 270594517281 | | SHIPPING SERVICES | 77.00 |
| | | | 4533110702 | | SHIPPING SERVICES | 118.97 |
| | | | 8-034-46241 | | SHIPPING SERVICES | 36.68 |
| | | | 8-049-29654 | | SHIPPING SERVICES | 95.95 |
| | | | | | Total : | 328.60 |
| 170894 | 3/14/2023 | 112410 FIGUEREDO, MARITZA | 64215836108 | | REFUND - CC PROCESSING FEE | 2.75 |
| | | | | | Total : | 2.75 |
| 170895 | 3/14/2023 | 106465 FOX FIRST AID & SAFETY INC | 69488 | | STREET MAINT SUPPLIES | 19.85 |
| | | | 69489 | | STREET MAINT SUPPLIES | 54.02 |
| | | | 69519 | | PARK MAINT SUPPLIES | 49.61 |
| | | | | | Total : | 123.48 |
| 170896 | 3/14/2023 | 107011 GARDENA VALLEY NEWS, INC. | 00127304 | | NOTICE INVITING BIDS - JN 978 | 1,400.00 |
| | | | 00127614 | | PUBLIC NOTICE - FIREWORKS STAND | 115.50 |
| | | | 00127665 | | NOTICE OF PUBLIC HEARING - | 143.50 |
| | | | 00127666 | | NOTICE OF PUBLIC HEARING - | 199.50 |
| | | | 00127788 | | PUBLIC NOTICE - FIREWORKS STAND | 115.50 |
| | | | 00128005 | | SUMMARY OF ORDINANCE NO. 1847 | 665.00 |
| | | | 00128006 | | SUMMARY OF ORDINANCE NO. 1848 | 665.00 |
| | | | | | Total : | 3,304.00 |
| 170897 | 3/14/2023 | 619005 GAS COMPANY, THE | 030323 | | GAS | 19,675.37 |
| | | | | | Total : | 19,675.37 |
| 170898 | 3/14/2023 | 111964 GCAP SERVICES, INC. | 10 | 037-10116 | CNG PROJECT LABOR COMPLIANCE A | 810.00 |
| | | | | | Total : | 810.00 |
| 170899 | 3/14/2023 | 106470 GILLIG LLC | 41009819 | 037-10174 | GTRANS AUTO PARTS | 1,680.08 |
| | | | 41010799 | 037-10174 | GTRANS AUTO PARTS | 46.18 |
| | | | | | Total : | 1,726.26 |
| 170900 | 3/14/2023 | 619004 GOLDEN STATE WATER CO. | 022723 | | WATER | 9,605.23 |
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| 170900 | 3/14/2023 | 619004 619004 GOLDEN STATE WATER CO. | (Continued) | | Total : | 9,605.23 |
| 170901 | 3/14/2023 | 112380 GOLDFARB & LIPMAN LLP | 460371 461125 461817 | 032-00128 032-00128 032-00128 | AFFORDABLE HOUSING SERVICES AFFORDABLE HOUSING SERVICES AFFORDABLE HOUSING SERVICES Total: | 6,072.00 3,332.00 2,774.00 12,178.00 |
| 170902 | 3/14/2023 | 112416 GOTTSDANKER, GREGORY | DECEMBER 2022 | | VOLUNTEER DRIVER Total: | 14.00 14.00 |
| 170903 | 3/14/2023 | 107513 GRAINGER | 9609767117 9612832130 9613552042 9620811548 9624293420 | | BUS FACILITY SUPPLIES Total: | 109.15 133.46 129.49 309.66 216.67 898.43 |
| 170904 | 3/14/2023 | 112374 GRIFFIN STRUCTURES, INC. | GSI-GCASC-01 | 024-00910 | AQUATIC & SENIOR CENTER JN978 Total : | 10,190.90 10,190.90 |
| 170905 | 3/14/2023 | 111484 HANNA, BROPHY, MACLEAN,, MCALEER & J | El 2119895 | | PROFESSIONAL SERVICES Total: | 80.00 80.00 |
| 170906 | 3/14/2023 | 108246 HARRIS & ASSOCIATES | 53710 54790 55373 56330 | 032-00104 032-00104 032-00104 032-00104 | CEQA DOCUMENTATION - HITCO - 1600 CEQA DOCUMENTATION - HITCO - 1600 CEQA DOCUMENTATION - HITCO - 1600 CEQA DOCUMENTATION - HITCO - 1600 Total : | 5,282.50 8,712.50 8,883.16 6,331.25 29,209.41 |
| 170907 | 3/14/2023 | 112076 HERNANDEZ, ROSA | 005 | | INTERN SERVICES - 02/16-03/01/23 Total: | 1,302.00 1,302.00 |
| 170908 | 3/14/2023 | 112414 HINES, RAJANAE | 022123 | | FACILITY RENTAL DEPOSIT REFUND Total: | 250.00 250.00 |
| 170909 | 3/14/2023 | 108434 HOME DEPOT CREDIT SERVICES | 1050453 1274956 4040029 | | STREET MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES | 50.33 -57.45 199.79 |

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| 170909 | 3/14/2023 | 108434 HOME DEPOT CREDIT SERVICES | (Continued) | | | |
| | | | 4050086 | | STREET MAINT SUPPLIES | 101.22 |
| | | | 4223573 | | STREET MAINT SUPPLIES | -86.20 |
| | | | 5492700 | | CUSTODIAL SUPPLIES | 39.89 |
| | | | 5831844 | | REC PROGRAM SUPPLIES | 4.17 |
| | | | 7394297 | | CUSTODIAL SUPPLIES | 150.38 |
| | | | 7534812 | | STREET MAINT SUPPLIES | 436.91 |
| | | | 7902998 | | CUSTODIAL SUPPLIES | 41.77 |
| | | | 8020819 | | BLDG MAINT SUPPLIES | 445.93 |
| | | | 8054752 | | STREET MAINT SUPPLIES | 250.07 |
| | | | 8534761 | | SIGNS/SIGNALS SUPPLIES | 970.10 |
| | | | 8544490 | | SIGNS/SIGNALS SUPPLIES | 576.91 |
| | | | | | Total : | 3,123.82 |
| 170910 | 3/14/2023 | 105513 INDUSTRIAL CLEANING SYSTEMS, INC. | 40166 | | PW SHOP MAINT SUPPLIES | 1,520.49 |
| | | | | | Total : | 1,520.49 |
| 170911 | 3/14/2023 | 111593 INTER-CON SECURITY SYSTEMS INC | BD0116950 | 037-10211 | GTRANS SECURITY SERVICES - JANU/ | 174.96 |
| | | | BD0117080 | 037-10211 | GTRANS SECURITY SERVICES - JANUA | 7,728.98 |
| | | | | | Total : | 7,903.94 |
| 170912 | 3/14/2023 | 106714 INTERSTATE BATTERIES OF, CALIFORNIA CO | 140072286 | | GTRANS AUTO PARTS | 492.70 |
| | | | 140073740 | | GTRANS AUTO PARTS | 1,132.75 |
| | | | 140074453 | | GTRANS AUTO PARTS | 707.39 |
| | | | 140074509 | | GTRANS AUTO PARTS | 507.38 |
| | | | | | Total : | 2,840.22 |
| 170913 | 3/14/2023 | 108555 JALISCO TIRE & AUTO REPAIR | 022423 | | (4) BALANCE | 80.00 |
| | | | | | Total : | 80.00 |
| 170914 | 3/14/2023 | 111750 JL GROUP LLC | 22039APC.2 | 035-01172 | BACKGROUND INVESTIGATION SERVICE | 13,560.00 |
| | | | | | Total : | 13,560.00 |
| 170915 | 3/14/2023 | 110853 JONES & MAYER | 114295 | | ATTORNEY SERVICES | 10,589.49 |
| | | | 114296 | | ATTORNEY SERVICES | 540.28 |
| | | | 114297 | | ATTORNEY SERVICES | 378.20 |
| | | | 114298 | | ATTORNEY SERVICES | 104.86 |
| | | | | | , | 101.0 |

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| 170915 | 3/14/2023 | 110853 JONES & MAYER | (Continued) | | | |
| | | | 114299 | | ATTORNEY SERVICES | 405.21 |
| | | | 114300 | | ATTORNEY SERVICES | 443.04 |
| | | | 114301 | | ATTORNEY SERVICES | 1,728.89 |
| | | | 114302 | | ATTORNEY SERVICES | 81.04 |
| | | | 114303 | | ATTORNEY SERVICES | 81.04 |
| | | | 114304 | | ATTORNEY SERVICES | 27.01 |
| | | | 114305 | | ATTORNEY SERVICES - HITCO | 2,863.49 |
| | | | 114306 | | ATTORNEY SERVICES | 3,012.67 |
| | | | 114307 | | ATTORNEY SERVICES | 1,107.57 |
| | | | 114308 | | ATTORNEY SERVICES | 6,132.17 |
| | | | 114309 | | ATTORNEY SERVICES | 81.04 |
| | | | 114310 | | ATTORNEY SERVICES | 17,034.88 |
| | | | 114311 | | ATTORNEY SERVICES | 531.65 |
| | | | 114312 | | ATTORNEY SERVICES | 8,527.04 |
| | | | 114313 | | ATTORNEY SERVICES | 47.00 |
| | | | 114314 | | ATTORNEY SERVICES | 3,241.69 |
| | | | | | Total : | 56,958.26 |
| 170916 | 3/14/2023 | 211429 KEMP, TAMARA | JAN-FEB 2023 | | DANCE INSTRUCTOR | 2,776.50 |
| | | | | | Total : | 2,776.50 |
| 170917 | 3/14/2023 | 110385 KIMLEY-HORN AND ASSOCIATES, INC | 23630348 | 032-00102 | DEVELOPMENT SERVICES - NORMANI | 12,353.26 |
| | | | 24053122 | 032-00120 | DEVELOPMENT SERVICES - 14600 WE | 1,153.21 |
| | | | | | Total : | 13,506.47 |
| 170918 | 3/14/2023 | 111260 KJOS, BARBARA JEAN | FEBRUARY 2023 | | GARDENA FAMILY CHILD CARE PROGF | 1,276.00 |
| | | | | | Total : | 1,276.00 |
| 170010 | 0/4/4/0000 | AGEOGG KONEODANEO INO | 454000440 | 007.40400 | DDE VENTATIVE MAINT & INODE OTION | |
| 170919 | 3/14/2023 | 105900 KONECRANES, INC. | 154803148 | 037-10139 | PREVENTATIVE MAINT & INSPECTION | 560.00 |
| | | | | | Total : | 560.00 |
| 170920 | 3/14/2023 | 312039 L.A. COUNTY FIRE DEPARTMENT | C0011021 | 023-01387 | FIRE PROTECTION SERVICES - APRIL : | 795,710.04 |
| | | | | | Total : | 795,710.04 |
| 170921 | 3/14/2023 | 102082 L.A. COUNTY POLICE CHIEF'S, ASSOCIATI | ON SAFFELL 23/24 | | 2023 ANNUAL DUES - SAFFELL. | 500.00 |
| | | , | | | Total : | 500.00 |

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| 170922 | 3/14/2023 | 312113 L.A. COUNTY SHERIFF'S DEPT | 232052BL | | INMATE MEAL DELIVERY PROGRAM - J Total : | 1,005.52 1,005.52 |
| 170923 | 3/14/2023 | 112014 LAKESHORE LEARNING MATERIALS | 444259021523 | 331-00064 | FCC PROGRAM SUPPLIES Total: | 660.40 660.40 |
| 170924 | 3/14/2023 | 105874 LAWSON PRODUCTS, INC. | 9310369358 | | BUS SHOP SUPPLIES Total: | 306.77 306.77 |
| 170925 | 3/14/2023 | 112805 LEAGUE OF CALIFORNIA CITIES | 643324 | | ANNUAL MEMBERSHIP DUES Total: | 19,549.00 19,549.00 |
| 170926 | 3/14/2023 | 112260 LIEBERT CASSIDY WHITMORE | 234982 | | LEGAL SERVICES Total: | 31,195.50 31,195.50 |
| 170927 | 3/14/2023 | 112260 LIEBERT CASSIDY WHITMORE | 235006 235017 235973 | | LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES Total : | 5,834.76 7,868.50 18,285.00 31,988.26 |
| 170928 | 3/14/2023 | 112260 LIEBERT CASSIDY WHITMORE | 233144 234048 234978 234995 235005 235011 | | LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES LEGAL SERVICES Total: | 956.00 15,561.10 8,277.97 5,999.85 53.00 3,213.50 34,061.42 |
| 170929 | 3/14/2023 | 112260 LIEBERT CASSIDY WHITMORE | 232156 233114 233115 233129 233130 233143 233153 234988 | | LEGAL SERVICES | 6,711.00 1,062.50 1,062.00 15,174.01 8,404.50 1,020.00 680.00 42.50 34,156.51 |

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| 170930 | 3/14/2023 | 109517 LOAD N' GO BUILDING MATERIALS | 25724 K25808 | | STREET MAINT SUPPLIES STREET MAINT SUPPLIES Total: | 71.07 130.07 201.14 |
| 170931 | 3/14/2023 | 111467 LOVE, WANDA | 02/01-02/03 | | LEAGUE OF CA CITIES ACADEMY Total: | 39.60 39.60 |
| 170932 | 3/14/2023 | 112615 LU'S LIGHTHOUSE, INC. | 01235573 01237433 | 037-10148 037-10148 | GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES Total: | 102.92 42.33 145.25 |
| 170933 | 3/14/2023 | 112326 LWP CLAIMS SOLUTIONS INC. | 21320 | 023-01421 | WORKERS' COMP CLAIMS ADMINISTR/ | 20,666.00 20,666.00 |
| 170934 | 3/14/2023 | 108328 M.L. BERNIE COMPANY, INC. | 172188 | | GTRANS SHOP SUPPLIES Total: | 613.71 613.71 |
| 170935 | 3/14/2023 | 109203 MAKAI SOLUTIONS | SD1113 | 037-10163 | FACILITIES & EQUIPMENT MAINTENAN Total: | 2,160.00 2,160.00 |
| 170936 | 3/14/2023 | 213055 MAND, RACHELLE | 030223 | | PROVIDER PRESENTATION ON 03/16/2 Total: | 200.00 200.00 |
| 170937 | 3/14/2023 | 113036 MANERI SIGN CO., INC. | 40013577 | | SIGNS - STREET PARKING Total : | 410.56 410.56 |
| 170938 | 3/14/2023 | 104841 MAR-CO EQUIPMENT COMPANY | 191403 191742 191824 | 024-00916 024-00921 | STREET SWEEPER SUPPLIES STREET SWEEPER SUPPLIES SWEEPER TYMCO 600 REPAIRS Total: | 3,134.22 1,171.76 3,466.32 7,772.30 |
| 170939 | 3/14/2023 | 110306 MARIPOSA LANDSCAPES, INC | 2682R | 024-00873 | TREE TRIMMING MAINTENANCE SERV Total : | 10,450.00 10,450.00 |
| 170940 | 3/14/2023 | 112421 MATO, GUY | 04/26-04/28 | | 2023 CMTA CONFERENCE - PER DIEM Total : | 150.00 150.00 |
| 170941 | 3/14/2023 | 111675 MCCLAIN, GREGORY | 6 | 032-00129 | CONSULTANT SERVICES - HOUSING E | 2,082.50 |

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| 170941 | 3/14/2023 | 111675 111675 MCCLAIN, GREGORY | (Continued) | | Total : | 2,082.50 |
| 170942 | 3/14/2023 | 113064 MCMASTER-CARR SUPPLY COMPANY | 92994899 93143192 93239467 | | GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES Total: | 237.43 300.42 72.45 610.30 |
| 170943 | 3/14/2023 | 111604 MICRO ELECTRONICS, INC | 12300028 12316335 12332764 | 023-01437 023-01437 023-01437 | COMPUTER REPLACEMENT PARTS COMPUTER REPLACEMENT PARTS COMPUTER REPLACEMENT PARTS Total: | 3,751.22 5,677.99 4,856.15 14,285.36 |
| 170944 | 3/14/2023 | 111749 MIDWEST BUS CORPORATION | 55591 | | GTRANS AUTO SUPPLIES Total: | 465.00 465.00 |
| 170945 | 3/14/2023 | 103093 MOBILE RELAY ASSOCIATES, INC. | 80019904 80019905 | 037-10179 037-10179 | GTRANS BUS RADIO SYSTEM RENTAL GTRANS BUS RADIO SYSTEM RENTAL Total : | 12,154.53 298.68 12,453.21 |
| 170946 | 3/14/2023 | 107505 MOUSER ELECTRONICS, INC. | 72376222 | | GTRANS AUTO SUPPLIES Total: | 60.39 60.39 |
| 170947 | 3/14/2023 | 113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., II | NC 650867 | | PROPANE GAS Total: | 380.07 380.07 |
| 170948 | 3/14/2023 | 110575 OCCUPATIONAL HEALTH CENTERS, OF CA | LIF 78287482 | | RANDOM TESTS Total: | 1,219.00 1,219.00 |
| 170949 | 3/14/2023 | 115168 OFFICE DEPOT | 287312163 287398303 289804636 290531002 290531002-002 291078041 291186016 291462923 291463143 291493045 | | PD OFFICE SUPPLIES FCC OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES BUS OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES BUS OFFICE SUPPLIES | 178.79 16.42 186.47 359.65 94.36 59.40 149.02 648.23 61.83 134.29 |

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| 170949 | 3/14/2023 | 115168 OFFICE DEPOT | (Continued) 292003804 292415872 | | BUS OFFICE SUPPLIES BUS OFFICE SUPPLIES Total: | 102.31 397.52 2,388.29 |
| 170950 | 3/14/2023 | 111358 O'REILLY AUTO PARTS | 306454 308249 | | GTRANS AUTO PARTS GTRANS AUTO PARTS Total: | 17.89 187.49 205.38 |
| 170951 | 3/14/2023 | 115810 ORKIN PEST CONTROL | 237068404 239759184 239759185 | | PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703 Total: | 261.00 261.00 261.00 783.00 |
| 170952 | 3/14/2023 | 108382 OSORIO, CLINT | 02/07-02/11 | | LEAGUE OF CA CITIES CONFERENCE Total: | 300.00 300.00 |
| 170953 | 3/14/2023 | 111954 PAN PACIFIC ENVIRONMENTAL GRP | 23-1011 | | STORMWATER DRAIN CLEANING SER\ Total: | 985.00 985.00 |
| 170954 | 3/14/2023 | 110403 PENN RECORDS MANAGEMENT | 0134759 | | OFF-SITE STORAGE SERVICES - FEBR Total : | 58.00 58.00 |
| 170955 | 3/14/2023 | 112189 PERFECT SCORE ATHLETIC, TRAINING CEN | NT FEB-MAR 2023 | | GYMNASTICS INSTRUCTOR SERVICES Total: | 7,537.50 7,537.50 |
| 170956 | 3/14/2023 | 112401 PINNACLE CLAIMS MANAGEMENT INC | 190700208 | 023-01435 | 2022 ACA REPORTING SERVICES Total: | 8,046.00 8,046.00 |
| 170957 | 3/14/2023 | 105574 PINNACLE PETROLEUM, INC. | 300142 | 037-10214 | ULTRA LOW SULFAR CARB RENEWABL Total : | 34,709.28 34,709.28 |
| 170958 | 3/14/2023 | 105574 PINNACLE PETROLEUM, INC. | 0299880 | 037-10173 | 87 OCTANE REGULAR UNLEADED CAR Total : | 34,068.61 34,068.61 |
| 170959 | 3/14/2023 | 105574 PINNACLE PETROLEUM, INC. | 0299881 | 037-10173 | 87 OCTANE REGULAR UNLEADED CAR Total : | 34,003.08 34,003.08 |
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| 170960 | 3/14/2023 | 112340 PRECISION CONCRETE CUTTING | 200930 | 024-00903 | PEDESTRIAN SAFETY PROJECT, JN510 | 141,561.70 |
| | | | | | Total : | 141,561.70 |
| 170961 | 3/14/2023 | 106092 PRUDENTIAL OVERALL SUPPLY | 41036549 | | UNIFORM & SUPPLY RENTAL | -29.69 |
| | | | 42808001 | | UNIFORM & SUPPLY RENTAL | 334.11 |
| | | | 42808530 | | UNIFORM & SUPPLY RENTAL | 137.17 |
| | | | 42808531 | | UNIFORM & SUPPLY RENTAL | 41.30 |
| | | | 42808532 | | SUPPLY RENTAL - MATS - GTRANS | 50.10 |
| | | | 42808533 | | SUPPLY RENTAL - MATS - NCC | 13.65 |
| | | | 42808534 | | SUPPLY RENTAL - MATS - CH | 19.00 |
| | | | 42808535 | | SUPPLY RENTAL - MATS - PD | 91.60 |
| | | | 42808536 | | SUPPLY RENTAL - MATS - HS | 11.60 |
| | | | 42810139 | | UNIFORM & SUPPLY RENTAL | 334.11 |
| | | | 42810414 | 034-00538 | CUSTODIAL SUPPLIES | 1,369.20 |
| | | | 42810415 | | UNIFORM & SUPPLY RENTAL | 137.17 |
| | | | 42810416 | | UNIFORM & SUPPLY RENTAL | 41.30 |
| | | | 42810417 | | SUPPLY RENTAL - MATS - GTRANS | 50.10 |
| | | | 42812398 | | UNIFORM & SUPPLY RENTAL | 334.11 |
| | | | 42812921 | | UNIFORM & SUPPLY RENTAL | 137.17 |
| | | | 42812922 | | UNIFORM & SUPPLY RENTAL | 41.30 |
| | | | 42812923 | | SUPPLY RENTAL - MATS - GTRANS | 50.10 |
| | | | 42812924 | | SUPPLY RENTAL - MATS - NCC | 13.65 |
| | | | 42812925 | | SUPPLY RENTAL - MATS - CH | 19.00 |
| | | | 42812926 | | SUPPLY RENTAL - MATS - PD | 91.60 |
| | | | 42812927 | | SUPPLY RENTAL - MATS - HS | 11.60 |
| | | | | | Total : | 3,299.25 |
| 170962 | 3/14/2023 | 102283 QUICK COLOR PRINTING | 15930 | | CITY EVENT SIGNS | 529.20 |
| | | | | | Total : | 529.20 |
| 170963 | 3/14/2023 | 103907 QUINN COMPANY | PC810973261 | | PW AUTO PARTS | 1,962.87 |
| | | | | | Total : | 1,962.87 |
| 170964 | 3/14/2023 | 111574 RACE COMMUNICATIONS | RC850035 | 023-01405 | FIBER INTERNET SERVICES - MARCH ; | 5,874.64 |
| | , | | | | Total : | 5,874.64 |
| 170965 | 3/14/2023 | 108886 REDMON GROUP INC. | RG2021720 | 037-10206 | GTRANS WEBSITE SUPPORT | 2,750.00 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 170965 | 3/14/2023 | 108886 REDMON GROUP INC. | (Continued) | | Total : | 2,750.00 |
| 170966 | 3/14/2023 | 118228 REGENTS OF THE UNIVERSITY OF, THE | 11101582 | | CA TORT GUIDE 3RD UPDATE 2023 | 329.79 |
| | | | 11102696 | | CA TORT GUIDE 4TH UPDATE 2023 | 368.11 |
| | | | | | Total : | 697.90 |
| 170967 | 3/14/2023 | 118476 RICOH USA, INC. | 1096161041 | | RICOH MPC3503 FREIGHT/RESTOCK F | 41.00 |
| | | | 9031565430 | | RICOH MPC3503 COPIER LEASE - ADM | 191.65 |
| | | | 9031565606 | | RICOH MPC3503 COPIER LEASE - HS~ | 144.89 |
| | | | 9031565783 | | RICOH MPC6003 COPIER LEASE - PD S | 242.64 |
| | | | 9031565823 | | RICOH MPC3503 COPIER LEASE - PW~ | 165.00 |
| | | | 9031565893 | | RICOH MPC3503 COPIER LEASE - SR. I | 185.98 |
| | | | 9031565917 | | RICOH MPC3503 COPIER LEASE - GTR | 182.17 |
| | | | 9031565983 | | RICOH MPC3503 COPIER LEASE - FCC | 433.46 |
| | | | 9031565985 | | RICOH COPIER LEASE & USAGE CHAR | 2,610.46 |
| | | | 9031566006 | | RICOH MPC3503 COPIER LEASE - CHIE | 151.65 |
| | | | 9031566009 | | RICOH MPC3503 COPIER LEASE - REC | 187.53 |
| | | | 9031566077 | | RICOH DD6650P COPIER LEASE - PRIN | 695.30 |
| | | | 9031566098 | | RICOH PRO8100SE COPER LEASE - PF | 380.97 |
| | | | | | Total : | 5,612.70 |
| 170968 | 3/14/2023 | 102988 RODRIGUEZ, DANNY | 04/26-05/01 | | 2023 CMTA CONFERENCE - PER DIEM | 100.00 |
| | | | | | Total : | 100.00 |
| 170969 | 3/14/2023 | 107551 RUIZ CONCRETE & PAVING INC | 020623 #2 | 024-00918 | EMERGENCY PAVEMENT REPAIRS - EL | 7,644.00 |
| | | | 022223 #1 | 024-00917 | EMERGENCY CONCRETE & ASPHALT F | 12,750.50 |
| | | | | | Total : | 20,394.50 |
| 170970 | 3/14/2023 | 119022 SAFE MART OF SOUTHERN, CALIFORNIA | , INC 28272 | | BLDG MAINT SUPPLIES | 1,982.62 |
| | | | 94692 | | BLDG MAINT SUPPLIES | 150.82 |
| | | | 94698 | | PD PROGRAM SUPPLIES | 12.13 |
| | | | 94700 | | BLDG MAINT SUPPLIES | 551.25 |
| | | | 94706 | | PD PROGRAM SUPPLIES | 66.06 |
| | | | | | Total : | 2,762.88 |
| 170971 | 3/14/2023 | 112236 SAFELITE FULFILLMENT INC | 05913-779220 | | 2021 FORD EXPLR #16089616 WINDSH | 85.00 |
| | | | 05913-780113 | | 2021 FORD EXPLR #1608910 WINDSHIE | 85.00 |
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| 170971 | 3/14/2023 | 112236 SAFELITE FULFILLMENT INC | (Continued) | | Total : | 170.00 |
| 170972 | 3/14/2023 | 112327 SAMI'S REFEREES LLC | 02/01-02/15/23 02/01-02/15/23. 02/16-02/28/23 | | REFEREE SERVICES REFEREE SERVICES REFEREE SERVICES Total: | 600.00 600.00 600.00 1,800.00 |
| 170973 | 3/14/2023 | 319125 SAN BERNARDINO COUNTY, SHERIFF'S DEF | PF 22401 | | SHERIFF'S FIRING RANGE Total: | 1,853.00 1,853.00 |
| 170974 | 3/14/2023 | 107006 SHAMROCK COMPANIES | 2656239 2659185 | | PW MAINT SUPPLIES STREET MAINT SUPPLIES Total : | 62.24 171.66 233.90 |
| 170975 | 3/14/2023 | 109918 SHIGE'S FOREIGN CAR SERVICE, INC. | 8093931 | 035-01176 | 2022 FORD INTRCPTR #1630457 SERVI Total : | 123.07 123.07 |
| 170976 | 3/14/2023 | 112400 SITEONE LANDSCAPE SUPPLY, LLC | 126882845-001 126882913-001 | | PARK MAINT SUPPLIES PARK MAINT SUPPLIES Total: | 49.22 133.41 182.63 |
| 170977 | 3/14/2023 | 119378 SMARDAN SUPPLY CO. | S3909384 S3921891 | | BLDG MAINT SUPPLIES BUS FACILITY MAINT SUPPLIES Total: | 41.86 152.42 194.28 |
| 170978 | 3/14/2023 | 110343 SMARTCOVER SYSTEMS | 25012 | 024-00913 | SMARTCOVER SYSTEMS RENEWAL Total: | 31,560.00 31,560.00 |
| 170979 | 3/14/2023 | 619003 SOUTHERN CALIFORNIA EDISON | 030123 | | LIGHT & POWER Total: | 2,234.70 2,234.70 |
| 170980 | 3/14/2023 | 103202 SOUTHERN COUNTIES LUBRICANTS, LLC | 179889 | | BUS AUTOMOTIVE FLUIDS Total: | 1,828.66 1,828.66 |
| 170981 | 3/14/2023 | 108238 SPARKLETTS | 14211220 022223 15638236 022423 | | DRINKING WATER FILTRATION SYSTEM DRINKING WATER FILTRATION SYSTEM Total: | 42.99 43.00 85.99 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 170982 | 3/14/2023 | 111778 SPCALA | 2023-02 | 032-00109 | ANIMAL SHELTER SERVICES Total: | 9,143.75 9,143.75 |
| 170983 | 3/14/2023 | 119548 ST. JOHN LUTHERAN CHURCH | MARCH 2023 | | SENIOR CITIZENS DAY CARE Total: | 750.00 750.00 |
| 170984 | 3/14/2023 | 119594 STANLEY PEST CONTROL | COG 0223 COG 0223-1 | | PEST CONTROL SERVICE - 1670 W 162 PEST CONTROL SERVICE -2320 W 149' Total: | 654.00 117.00 771.00 |
| 170985 | 3/14/2023 | 119010 STAPLES ADVANTAGE | 3530139766 3530206068 3531265387 | | REC OFFICE SUPPLIES PW OFFICE SUPPLIES PW OFFICE SUPPLIES Total: | 29.71 60.75 60.78 151.24 |
| 170986 | 3/14/2023 | 119565 STEVEN ENTERPRISES, INC | 0460818 0460828 | | SERVICE CALL - MAINTENANCE SERVI PW ENG OFFICE SUPPLIES Total : | 356.50 319.02 675.52 |
| 170987 | 3/14/2023 | 104106 SWARCO MCCAIN, INC. | INV0271562 | 024-00867 | TRAFFIC SIGNAL CABINET PARTS Total: | 8,848.67 8,848.67 |
| 170988 | 3/14/2023 | 111864 TCS RISK MANAGEMENT SERVICES | 12699 | | WORKERS COMPENSATION PROGRAM Total: | 2,375.00 2,375.00 |
| 170989 | 3/14/2023 | 110238 TIREHUB, LLC | 32757716 | 024-00925 | TIRES FOR PW FLEET Total: | 4,074.33 4,074.33 |
| 170990 | 3/14/2023 | 109775 TOMS TRUCK CENTER NORTH COUNTY | 1295148 1295202 1295901 1296043 | 037-10177 037-10177 037-10177 037-10177 | GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS Total: | 3,268.55 125.55 338.92 175.83 3,908.85 |
| 170991 | 3/14/2023 | 104806 TOYOTA LIFT OF L.A. | PSI-0342719 | | SERVICE CALL - TOYOTA #8FGCU25 OI Total : | 217.30 217.30 |
| 170992 | 3/14/2023 | 106018 TRANE U.S. INC. | 13959920 | | BUS FACILITY MAINT SUPPLIES | 105.11 |

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| Voucher | Date | Vendor | | Invoice | PO # | Description/Account | Amount |
| 170992 | 3/14/2023 | 106018 | 106018 TRANE U.S. INC. | (Continued) | | Total : | 105.11 |
| 170993 | 3/14/2023 | 105959 | TRANSITTALENT.COM, LLC | 1142303 | | LEGAL NOTICE - RFP 2022-04 MICROTF Total: | 125.00 125.00 |
| 170994 | 3/14/2023 | 105556 | TRIANGLE SPORTS, INC. | 41590 | | REC SPORTS SUPPLIES Total: | 67.23 67.23 |
| 170995 | 3/14/2023 | 111481 | TRIO COMMUNITY MEALS, LLC | INV2230024243 | 034-00544 | SENIOR FEEDING PROGRAM Total: | 7,461.46 7,461.46 |
| 170996 | 3/14/2023 | 112216 | TRIPLE CROWN PRODUCTS | 319455 | | GTRANS UNIFORM SUPPLIES Total: | 1,018.20 1,018.20 |
| 170997 | 3/14/2023 | 112408 | TURNER, DESTINY | CIT #311136700 | | REFUND - CITATION OVERPAYMENT Total: | 47.00 47.00 |
| 170998 | 3/14/2023 | 100896 | U.S. BANK | 6737396 | | 2020 POB BANK ADMIN CHARGES Total: | 2,750.00 2,750.00 |
| 170999 | 3/14/2023 | 109900 | U.S. BANK CORPORATE PAYMENT, SYSTEMS | BEEMAN 02/22/23 CRESPO 02/22/23 GOLDMAN 01/23/23 HR 01/23/23 | 023-01432 | CAL CARD STATEMENT 01/24-02/22/23 CAL CARD STATEMENT 01/24-02/22/23 CAL CARD STATEMENT 12/23-01/23/23 CAL CARD STATEMENT 12/23-01/23/23 CAL CARD STATEMENT 11/23-12/22/22 | 222.62 4,275.03 390.17 9,583.12 9,590.16 |
| | | | | KWAK 02/22/23 LEWIS 02/22/23 NOLAN 02/22/23 OROZCO 02/22/23 PD TRAININ3 12/22/22 PYNN 02/22/23 RIGG 02/22/23 TSUJIUCHI 02/22/23 | 023-01433 | CAL CARD STATEMENT 01/24-02/22/23 CAL CARD STATEMENT 01/24-02/22/23 CAL CARD STATEMENT 01/24-02/22/23 CAL CARD STATEMENT 01/24-02/22/23 CAL CARD STATEMENT 11/23-12/22/22 CAL CARD STATEMENT 01/24-02/22/23 CAL CARD STATEMENT 01/24-02/22/23 CAL CARD STATEMENT 01/24-02/22/23 CAL CARD STATEMENT 01/24-02/22/23 Total: | 50.00 1,756.98 3,652.39 1,149.53 911.83 1,731.89 326.40 90.77 33,730.89 |
| 171000 | 3/14/2023 | 109900 | U.S. BANK CORPORATE PAYMENT, SYSTEMS | FINANCE 02/22/23 | | CAL CARD STATEMENT 01/24-02/22/23 | 9,236.57 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 171000 | 3/14/2023 | 109900 U.S. BANK CORPORATE PAYME | ENT, SYST (Continued) | | Total : | 9,236.57 |
| 171001 | 3/14/2023 | 109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS | S FCC 02/22/23 | | CAL CARD STATEMENT 01/24-02/22/23 | 648.54 |
| | | | HR 02/22/23 | | CAL CARD STATEMENT 01/24-02/22/23 | 2,301.07 |
| | | | MACIEL 11/22/22 | | CAL CARD STATEMENT 10/25-11/22/22 | 8,203.46 |
| | | | | 035-01199 | | |
| | | | MACIEL 12/22/22 | 035-01200 | CAL CARD STATEMENT 11/23-12/22/22 | 6,953.64 |
| | | | PD TRAININ2 12/22/22 | | CAL CARD STATEMENT 11/23-12/22/22 | 3,594.21 |
| | | | PD TRAININ4 12/22/22 | | CAL CARD STATEMENT 11/23-12/22/22 | 4,624.13 |
| | | | PD TRAINING 12/22/22 | | CAL CARD STATEMENT 11/23-12/22/22 | 4,845.37 |
| | | | | | Total : | 31,170.42 |
| 171002 | 3/14/2023 | 109220 U.S. BANK EQUIPMENT FINANCE | 495403412 | | RICOH MPC4503 COPIER LEASE - CD | 163.40 |
| | | | | | Total : | 163.40 |
| 171003 | 3/14/2023 | 104692 ULINE | 159553941 | | BUS SHOP SUPPLIES | 470.22 |
| | | | | | Total : | 470.22 |
| 171004 | 3/14/2023 | 106754 URBAN RESTORATION GROUP US, INC. | 00036341 | | STREET MAINT SUPPLIES | 1,091.94 |
| | | | | | Total : | 1,091.94 |
| 171005 | 3/14/2023 | 122050 VERIZON WIRELESS | 9927389860 | | PW CELL PHONE SERVICE | 952.26 |
| | | | | | Total : | 952.26 |
| 171006 | 3/14/2023 | 111719 WALLACE & ASSOCIATES, CONSULTING, INC | W800226 | 024-00728 | TRAFFIC SIGNAL IMPROVEMENT JN 93 | 765.00 |
| | | | W800245 | 024-00728 | TRAFFIC SIGNAL IMPROVEMENT JN 93 | 170.00 |
| | | | W800317 | 024-00728 | TRAFFIC SIGNAL IMPROVEMENT JN 93 | 170.00 |
| | | | W800858 | 024-00870 | FIRE STATION ROOF REPLACEMENT, J | 2,865.00 |
| | | | W800859 | 024-00884 | 170TH ST STREET IMPROVEMENT, JN9 | 17,436.00 |
| | | | W800930 | 024-00884 | 170TH ST STREET IMPROVEMENT, JNS | 32,594.00 |
| | | | W801012 | 024-00870 | FIRE STATION ROOF REPLACEMENT, J | 8,175.00 |
| | | | | | Total : | 62,175.00 |
| 171007 | 3/14/2023 | 108353 WALTERS WHOLESALE ELECTRIC CO | S122113255 | 024-00899 | BLDG MAINT SUPPLIES | 4,828.95 |
| | | | S122491262 | | GTRANS MAINT SUPPLIES | 184.29 |
| | | | S122504265.002 | | BLDG MAINT SUPPLIES | 544.36 |
| | | | | | Total : | 5,557.60 |

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Voucher List CITY OF GARDENA

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 171008 | 3/14/2023 | 101195 WASTE RESOURCES GARDENA | 022223 | | WASTE COLLECTION Total: | 264,782.93 264,782.93 |
| 171009 | 3/14/2023 | 110370 WESTERN COLLISION CENTER, INC | 1097 1100 1101 | 035-01177 035-01177 035-01177 | 2018 FORD EXPLR #1554895 BODY REI 2022 FORD INTRCPTR #1630466 BODY 2018 FORD EXPLR #1554678 BODY REI Total : | 1,073.07 5,562.33 2,142.60 8,778.00 |
| 171010 | 3/14/2023 | 123050 WILLIAMS SCOTSMAN, INC. | 9016947193 | 035-01178 | MODULAR BUILDING RENTAL CPX-804 Total : | 2,766.10 2,766.10 |
| 171011 | 3/14/2023 | 125001 YAMADA COMPANY, INC. | 82761 82785 | | STREET MAINT SUPPLIES PARK MAINT SUPPLIES Total: | 370.22 218.93 589.15 |
| 171012 | 3/14/2023 | 112411 YESSMAN, DAN | PERMIT #50022-0719 | | PERMIT DEPOSIT REFUND - 1943 W 15 Total : | 5,000.00 5,000.00 |

186 Vouchers for bank code: usb Bank total: 8,047,992.37

186 Vouchers in this report Total vouchers: 8,047,992.37

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Amount

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| | CLAIM | S VOUCHER API | PROVAL | |
| | checks listed o | that the demands in pages 1 to curate and funds a Director of Admir | 21_ inclusive are available for | of the check payment |
| | checks listed o register have b of Gardena and | y that the claims on pages 1 to een audited by the difference that all of the saint check numbers: | | of the check f the City |
| | | | 03/14/2023 | |
| | Mayor | | Date | |
| | Councilmen | nber | Date | |
| | Councilmen | nber | Date | |
| | Acknowledged | | | |
| | Councilmen | nber | Date | |

Date

Councilmember

CITY OF GARDENA



INVESTMENT REPORTJanuary 2023



City of Gardena Consolidated - Account #10647

MONTHLY ACCOUNT STATEMENT

JANUARY 1, 2023 THROUGH JANUARY 31, 2023

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

Account #10647

As of January 31, 2023



| PORTFOLIO CHARACTERISTICS | |
|---------------------------|----------|
| Average Modified Duration | 0.67 |
| Average Coupon | 2.20% |
| Average Purchase YTM | 1.98% |
| Average Market YTM | 3.10% |
| Average S&P/Moody Rating | AA/Aa1 |
| Average Final Maturity | 0.77 yrs |
| Average Life | 0.70 yrs |

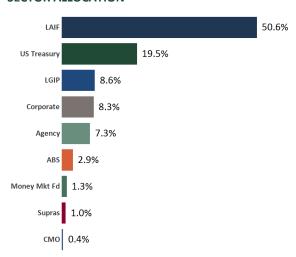
ACCOUNT SUMMARY

| | Beg. Values as of 12/31/22 | End Values as of 1/31/23 |
|--------------------|-------------------------------|-----------------------------|
| Market Value | 74,677,844 | 75,152,516 |
| Accrued Interest | 328,084 | 222,691 |
| Total Market Value | 75,005,928 | 75,375,206 |
| Income Earned | 123,490 | 147,412 |
| Cont/WD | | |
| Par | 70,155,977 | 70,409,006 |
| Book Value | 76,164,031 | 76,416,836 |
| Cost Value | 76,336,365 | 76,584,077 |

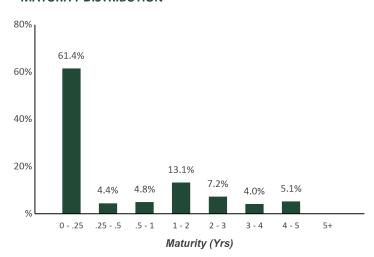
TOP ISSUERS

| Local Agency Investment Fund | 50.6% |
|---------------------------------|-------|
| Government of United States | 19.5% |
| CalTrust | 8.6% |
| Federal Home Loan Mortgage Corp | 2.6% |
| Federal Home Loan Bank | 2.1% |
| Federal National Mortgage Assoc | 1.5% |
| Federal Farm Credit Bank | 1.5% |
| First American Govt Oblig Fund | 1.3% |
| Total | 87.8% |

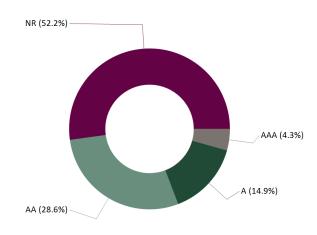
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

Account #10647



| 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 | | | | | | | | | |
| 92348AAA3 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 42.61 | 10/01/2019 1.95% | 42.61 42.61 | 99.84 5.26% | 42.54 0.03 | 0.00% (0.07) | NR / AAA AAA | 1.22 0.05 |
| 89232HAC9 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 33,282.65 | 07/06/2020 0.70% | 34,015.91 33,527.07 | 99.56 4.63% | 33,135.41 24.56 | 0.04% (391.66) | Aaa / AAA NR | 1.29 0.15 |
| 65479JAD5 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 10,361.82 | 10/16/2019 1.94% | 10,361.27 10,361.65 | 99.70 5.16% | 10,330.75 8.89 | 0.01% (30.90) | Aaa / AAA NR | 1.45 0.09 |
| 43813KAC6 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 38,417.58 | 09/22/2020 0.38% | 38,411.93 38,416.15 | 97.97 5.24% | 37,638.94 5.13 | 0.05% (777.21) | NR / AAA AAA | 1.72 0.41 |
| 58769KAD6 | Mercedes-Benz Auto Lease Trust 2021- B A3 0.4% Due 11/15/2024 | 80,000.00 | 06/22/2021 0.40% | 79,993.96 79,997.74 | 97.49 5.15% | 77,992.62 14.22 | 0.10% (2,005.12) | NR / AAA AAA | 1.79 0.53 |
| 09690AAC7 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 44,257.02 | 09/08/2021 0.34% | 44,252.45 44,255.22 | 97.89 5.17% | 43,321.31 2.43 | 0.06% (933.91) | Aaa / NR AAA | 1.90 0.44 |
| 89236XAC0 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 29,867.01 | 10/06/2020 0.36% | 29,861.45 29,864.46 | 98.36 4.93% | 29,376.76 4.65 | 0.04% (487.70) | NR / AAA AAA | 1.96 0.36 |
| 92290BAA9 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 57,082.34 | 08/04/2020 0.48% | 57,070.36 57,076.90 | 98.47 5.53% | 56,209.61 8.20 | 0.07% (867.29) | Aaa / NR AAA | 2.06 0.30 |
| 05601XAC3 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 85,000.00 | 01/11/2022 1.11% | 84,987.29 84,993.33 | 97.14 5.14% | 82,566.30 15.58 | 0.11% (2,427.03) | NR / AAA AAA | 2.15 0.71 |
| 43813GAC5 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 51,917.66 | 02/17/2021 0.27% | 51,916.71 51,917.31 | 97.09 5.59% | 50,404.30 3.89 | 0.07% (1,513.01) | Aaa / NR AAA | 2.22 0.55 |
| 47788UAC6 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 48,680.13 | 03/02/2021 0.37% | 48,670.78 48,675.71 | 96.57 5.30% | 47,010.45 7.79 | 0.06% (1,665.26) | Aaa / NR AAA | 2.62 0.69 |
| 43815GAC3 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 85,000.00 | 11/16/2021 0.89% | 84,982.08 84,988.64 | 95.20 5.06% | 80,918.71 20.78 | 0.11% (4,069.93) | Aaa / NR AAA | 2.98 1.16 |
| 47789QAC4 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 70,000.00 | 07/13/2021 0.52% | 69,993.76 69,996.38 | 95.28 5.19% | 66,693.92 16.18 | 0.09% (3,302.46) | Aaa / NR AAA | 3.12 1.02 |
| 89238JAC9 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 65,000.00 | 11/09/2021 0.71% | 64,998.62 64,999.13 | 94.83 5.33% | 61,639.08 20.51 | 0.08% (3,360.05) | NR / AAA AAA | 3.21 1.13 |

Holdings Report

Account #10647



| 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 | | | | | | | | | |
| 43815BAC4 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 165,000.00 | 02/15/2022 1.89% | 164,975.18 164,982.41 | 95.31 4.94% | 157,263.84 137.87 | 0.21% (7,718.57) | Aaa / AAA NR | 3.29 1.55 |
| 43815PAC3 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 105,000.00 | 08/15/2022 3.76% | 104,993.74 104,994.64 | 98.32 4.65% | 103,234.21 141.43 | 0.14% (1,760.43) | NR / AAA AAA | 3.47 1.89 |
| 05602RAD3 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 300,000.00 | 01/05/2023 5.44% | 292,136.72 292,338.12 | 97.62 4.83% | 292,863.27 160.50 | 0.39% 525.15 | Aaa / AAA NR | 3.57 1.50 |
| 89238FAD5 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 115,000.00 | 04/07/2022 2.95% | 114,997.31 114,997.98 | 97.08 4.80% | 111,639.65 149.76 | 0.15% (3,358.33) | Aaa / AAA NR | 3.62 1.59 |
| 47787JAC2 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 130,000.00 | 03/10/2022 2.34% | 129,971.24 129,978.48 | 95.83 5.32% | 124,584.27 134.04 | 0.17% (5,394.21) | Aaa / NR AAA | 3.63 1.41 |
| 47800AAC4 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 135,000.00 | 07/12/2022 3.77% | 134,987.11 134,989.04 | 97.80 4.91% | 132,033.44 224.40 | 0.18% (2,955.60) | Aaa / NR AAA | 4.05 1.95 |
| 36265WAD5 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 90,000.00 | 07/06/2022 3.67% | 89,999.38 89,999.49 | 98.21 4.62% | 88,385.52 136.50 | 0.12% (1,613.97) | Aaa / NR AAA | 4.21 1.90 |
| 02582JJT8 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 185,000.00 | 05/17/2022 3.42% | 184,959.08 184,968.60 | 97.69 4.50% | 180,730.27 278.73 | 0.24% (4,238.33) | NR / AAA AAA | 4.29 2.15 |
| 47800BAC2 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 220,000.00 | 10/12/2022 5.15% | 219,982.93 219,984.27 | 101.11 4.69% | 222,450.60 497.69 | 0.30% 2,466.33 | Aaa / NR AAA | 4.37 2.46 |
| 58770AAC7 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 105,000.00 | 01/18/2023 4.56% | 104,987.40 104,987.47 | 99.89 4.60% | 104,886.30 78.93 | 0.14% (101.17) | NR / AAA AAA | 4.79 2.23 |
| Total ABS | | 2,248,908.82 | 2.88% | 2,241,549.27 2,241,332.80 | 4.91% | 2,195,352.07 2,092.69 | 2.92% (45,980.73) | Aaa / AAA AAA | 3.42 1.50 |
| | | | | | | | | | |
| AGENCY | | | | | | | | | |
| 3130ADRG9 | FHLB Note 2.75% Due 3/10/2023 | 350,000.00 | 04/11/2019 2.34% | 355,330.50 350,138.12 | 99.84 4.22% | 349,426.35 3,769.79 | 0.47% (711.77) | Aaa / AA+ NR | 0.10 0.11 |
| 3137EAER6 | FHLMC Note 0.375% Due 5/5/2023 | 305,000.00 | 05/05/2020 0.39% | 304,871.90 304,989.10 | 98.88 4.73% | 301,573.63 273.23 | 0.40% (3,415.47) | Aaa / AA+ AAA | 0.26 0.26 |
| 3135G04Q3 | FNMA Note 0.25% Due 5/22/2023 | 245,000.00 | 05/20/2020 0.35% | 244,262.55 244,925.92 | 98.61 4.81% | 241,606.02 117.40 | 0.32% (3,319.90) | Aaa / AA+ AAA | 0.30 0.30 |

Holdings Report

Account #10647



| 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 | | | | | | | | | |
| 3137EAES4 | FHLMC Note 0.25% Due 6/26/2023 | 300,000.00 | 06/24/2020 0.35% | 299,124.00 299,884.00 | 98.18 4.84% | 294,552.90 72.92 | 0.39% (5,331.10) | Aaa / AA+ AAA | 0.40 0.40 |
| 3135G05G4 | FNMA Note 0.25% Due 7/10/2023 | 250,000.00 | 07/08/2020 0.32% | 249,462.50 249,921.95 | 98.05 4.76% | 245,122.50 36.46 | 0.33% (4,799.45) | Aaa / AA+ AAA | 0.44 0.43 |
| 3137EAEV7 | FHLMC Note 0.25% Due 8/24/2023 | 300,000.00 | 08/19/2020 0.28% | 299,694.00 299,943.15 | 97.47 4.85% | 292,409.10 327.08 | 0.39% (7,534.05) | Aaa / AA+ AAA | 0.56 0.55 |
| 3137EAEW5 | FHLMC Note 0.25% Due 9/8/2023 | 300,000.00 | 09/11/2020 0.24% | 300,093.00 300,018.70 | 97.27 4.90% | 291,813.90 297.92 | 0.39% (8,204.80) | Aaa / AA+ AAA | 0.60 0.59 |
| 3135G0U43 | FNMA Note 2.875% Due 9/12/2023 | 350,000.00 | 09/25/2019 1.63% | 366,702.00 352,573.98 | 98.79 4.89% | 345,768.15 3,885.24 | 0.46% (6,805.83) | Aaa / AA+ AAA | 0.61 0.59 |
| 3137EAEY1 | FHLMC Note 0.125% Due 10/16/2023 | 225,000.00 | 10/14/2020 0.25% | 224,160.75 224,803.03 | 96.75 4.85% | 217,676.48 82.03 | 0.29% (7,126.55) | Aaa / AA+ AAA | 0.71 0.69 |
| 3137EAEZ8 | FHLMC Note 0.25% Due 11/6/2023 | 335,000.00 | 11/03/2020 0.28% | 334,698.50 334,923.52 | 96.55 4.90% | 323,454.90 197.74 | 0.43% (11,468.62) | Aaa / AA+ AAA | 0.76 0.74 |
| 3130A0F70 | FHLB Note 3.375% Due 12/8/2023 | 350,000.00 | 10/30/2019 1.72% | 372,781.50 354,711.32 | 98.79 4.83% | 345,781.10 1,739.06 | 0.46% (8,930.22) | Aaa / AA+ AAA | 0.85 0.82 |
| 3130AT3H8 | FHLB Note 3.375% Due 3/8/2024 | 700,000.00 | 08/25/2022 3.46% | 699,160.00 699,398.50 | 98.52 4.76% | 689,654.70 10,303.13 | 0.93% (9,743.80) | Aaa / AA+ NR | 1.10 1.05 |
| 3130A1XJ2 | FHLB Note 2.875% Due 6/14/2024 | 155,000.00 | 03/24/2020 0.99% | 167,010.95 158,886.81 | 97.62 4.69% | 151,308.21 581.79 | 0.20% (7,578.60) | Aaa / AA+ NR | 1.37 1.32 |
| 3133ENKS8 | FFCB Note 1.125% Due 1/6/2025 | 750,000.00 | Various 1.60% | 740,054.10 743,351.29 | 94.13 4.33% | 705,992.26 585.93 | 0.94% (37,359.03) | Aaa / AA+ AAA | 1.93 1.87 |
| 3133ENPG9 | FFCB Note 1.75% Due 2/14/2025 | 415,000.00 | 02/10/2022 1.84% | 413,891.95 414,247.13 | 94.94 4.38% | 393,984.40 3,368.99 | 0.53% (20,262.73) | Aaa / AA+ AAA | 2.04 1.95 |
| 3135G06G3 | FNMA Note 0.5% Due 11/7/2025 | 350,000.00 | 11/18/2020 0.52% | 349,639.50 349,799.28 | 90.95 3.99% | 318,320.80 408.33 | 0.42% (31,478.48) | Aaa / AA+ AAA | 2.77 2.69 |
| Total Agency | | 5,680,000.00 | 1.30% | 5,720,937.70 5,682,515.80 | 4.64% | 5,508,445.40 26,047.04 | 7.34% (174,070.40) | Aaa / AA+ AAA | 1.03 1.00 |

Holdings Report

Account #10647



| 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 |
|-----------|--|-----------------|-----------------------------|--------------------------|----------------------|------------------------------|-------------------------|--------------------|----------------------|
| СМО | | | | | | | | | |
| 3137B4GY6 | FHLMC K032 A2 3.31% Due 5/25/2023 | 271,035.43 | 07/23/2019 2.21% | 281,760.39 271,901.71 | 99.28 5.28% | 269,092.70 149.52 | 0.36% (2,809.01) | NR / NR AAA | 0.31 0.25 |
| Total CMO | | 271,035.43 | 2.21% | 281,760.39 271,901.71 | 5.28% | 269,092.70 149.52 | 0.36% (2,809.01) | NR / NR AAA | 0.31 0.25 |
| CORPORATE | | | | | | | | | |
| 037833AK6 | Apple Inc Note 2.4% Due 5/3/2023 | 200,000.00 | 03/11/2019 2.79% | 196,968.00 199,817.52 | 99.44 4.60% | 198,876.20 1,173.33 | 0.27% (941.32) | Aaa / AA+ NR | 0.25 0.25 |
| 90331HNV1 | US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023 | 250,000.00 | 05/17/2019 2.70% | 256,695.00 250,636.34 | 99.28 4.92% | 248,208.25 165.28 | 0.33% (2,428.09) | A1 / AA- AA- | 0.48 0.47 |
| 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% | 194,298.00 199,294.45 | 98.52 4.98% | 197,046.40 2,016.67 | 0.26% (2,248.05) | A1 / A AA- | 0.54 0.52 |
| 594918BX1 | Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024 | 200,000.00 | 03/05/2020 1.06% | 213,320.00 203,001.14 | 98.22 4.69% | 196,434.60 2,795.14 | 0.26% (6,566.54) | Aaa / AAA NR | 1.02 0.97 |
| 89114QCB2 | Toronto Dominion Bank Note 3.25% Due 3/11/2024 | 500,000.00 | Various 1.53% | 523,124.00 509,287.89 | 98.28 4.86% | 491,391.00 6,319.45 | 0.66% (17,896.89) | A1 / A AA- | 1.11 1.06 |
| 808513BN4 | Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024 | 245,000.00 | Various 0.58% | 246,097.00 245,420.70 | 95.59 4.80% | 234,197.46 678.86 | 0.31% (11,223.24) | A2 / A A | 1.13 1.10 |
| 023135BW5 | Amazon.com Inc Note 0.45% Due 5/12/2024 | 130,000.00 | 05/10/2021 0.50% | 129,810.20 129,919.30 | 94.86 4.63% | 123,321.38 128.38 | 0.16% (6,597.92) | A1 / AA AA- | 1.28 1.25 |
| 91324PEB4 | United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024 | 500,000.00 | 11/24/2021 1.07% | 493,760.00 496,741.02 | 94.93 4.65% | 474,645.00 580.56 | 0.63% (22,096.02) | A3 / A+ A | 1.29 1.26 |
| 14913R2L0 | Caterpillar Financial Service Note 0.45% Due 5/17/2024 | 500,000.00 | Various 0.66% | 497,344.65 498,678.85 | 94.72 4.70% | 473,592.51 462.51 | 0.63% (25,086.34) | A2 / A A | 1.29 1.26 |
| 89236TJH9 | Toyota Motor Credit Corp Note 0.5% Due 6/18/2024 | 300,000.00 | 12/06/2021 1.07% | 295,710.00 297,662.11 | 94.44 4.71% | 283,305.00 179.17 | 0.38% (14,357.11) | A1 / A+ A+ | 1.38 1.35 |

Holdings Report

Account #10647



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|-----------|---|-----------------|-----------------------------|--------------------------|----------------------|------------------------------|-------------------------|--------------------|----------------------|
| CORPORATE | | | | | | | | | |
| 79466LAG9 | Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024 | 35,000.00 | 06/29/2021 0.64% | 34,982.15 34,991.39 | 94.40 4.65% | 33,041.30 9.72 | 0.04% (1,950.09) | A2 / A+ NR | 1.45 1.42 |
| 69371RR40 | Paccar Financial Corp Note 0.5% Due 8/9/2024 | 80,000.00 | 08/03/2021 0.52% | 79,956.80 79,978.12 | 94.02 4.62% | 75,213.20 191.11 | 0.10% (4,764.92) | A1 / A+ NR | 1.52 1.48 |
| 78015K7C2 | Royal Bank of Canada Note 2.25% Due 11/1/2024 | 500,000.00 | Various 0.88% | 524,067.75 511,793.89 | 95.97 4.67% | 479,871.51 2,812.51 | 0.64% (31,922.38) | A1 / A AA- | 1.75 1.68 |
| 69371RR57 | Paccar Financial Corp Note 0.9% Due 11/8/2024 | 175,000.00 | 11/02/2021 0.90% | 174,989.50 174,993.81 | 94.01 4.45% | 164,524.33 363.13 | 0.22% (10,469.48) | A1 / A+ NR | 1.77 1.72 |
| 46647PAH9 | JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025 | 500,000.00 | Various 1.01% | 531,052.10 511,703.83 | 97.84 5.28% | 489,200.00 6,708.33 | 0.66% (22,503.83) | A1 / A- AA- | 2.08 1.03 |
| 24422EWB1 | John Deere Capital Corp Note 2.125% Due 3/7/2025 | 130,000.00 | 03/02/2022 2.14% | 129,944.10 129,960.98 | 95.32 4.48% | 123,917.43 1,105.00 | 0.17% (6,043.55) | A2 / A A | 2.10 2.00 |
| 06406RBC0 | Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025 | 280,000.00 | 04/19/2022 3.35% | 279,960.80 279,970.86 | 97.48 4.55% | 272,932.80 2,501.33 | 0.37% (7,038.06) | A1 / A AA- | 2.23 2.10 |
| 63743HFE7 | National Rural Utilities Note 3.45% Due 6/15/2025 | 95,000.00 | 04/27/2022 3.46% | 94,974.35 94,980.50 | 97.02 4.79% | 92,171.85 418.79 | 0.12% (2,808.65) | A2 / A- A | 2.37 2.23 |
| 931142EW9 | Wal-Mart Stores Note 3.9% Due 9/9/2025 | 80,000.00 | 09/06/2022 3.92% | 79,944.00 79,951.41 | 99.47 4.12% | 79,575.20 1,230.67 | 0.11% (376.21) | Aa2 / AA AA | 2.61 2.42 |
| 437076CR1 | Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025 | 110,000.00 | 09/12/2022 4.01% | 109,960.40 109,965.30 | 99.54 4.19% | 109,488.72 1,613.33 | 0.15% (476.58) | A2 / A A | 2.62 2.43 |
| 023135CN4 | Amazon.com Inc Note 4.6% Due 12/1/2025 | 395,000.00 | 11/29/2022 4.60% | 394,976.30 394,977.64 | 100.88 4.26% | 398,487.46 3,028.33 | 0.53% 3,509.82 | A1 / AA AA- | 2.84 2.61 |
| 857477BR3 | State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026 | 90,000.00 | 02/02/2022 1.75% | 90,000.00 90,000.00 | 93.73 5.05% | 84,357.00 763.88 | 0.11% (5,643.00) | A1 / A AA- | 3.02 1.92 |
| 61747YET8 | Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026 | 175,000.00 | 07/18/2022 4.68% | 175,000.00 175,000.00 | 99.16 5.04% | 173,537.35 318.43 | 0.23% (1,462.65) | A1 / A- A+ | 3.46 2.29 |
| 931142ER0 | Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026 | 40,000.00 | 09/08/2021 1.09% | 39,924.40 39,945.18 | 89.62 4.16% | 35,847.60 156.33 | 0.05% (4,097.58) | Aa2 / AA AA | 3.63 3.48 |

Holdings Report

Account #10647



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|----------------|--|-----------------|-----------------------------|--------------------------------|----------------------|------------------------------|-------------------------|--------------------|----------------------|
| CORPORATE | | | | | | | | | |
| 665859AW4 | Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027 | 450,000.00 | 10/05/2022 4.71% | 436,909.50 437,823.34 | 98.94 4.27% | 445,207.50 4,050.00 | 0.60% 7,384.16 | A2 / A+ A+ | 4.27 3.85 |
| 931142EX7 | Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027 | 225,000.00 | 09/27/2022 4.70% | 217,588.50 218,101.48 | 99.97 3.95% | 224,943.08 3,505.63 | 0.30% 6,841.60 | Aa2 / AA AA | 4.61 4.04 |
| Total Corporat | e | 6,385,000.00 | 2.13% | 6,441,357.50 6,394,597.05 | 4.66% | 6,203,334.13 43,275.87 | 8.29% (191,262.92) | A1 / A+ A+ | 1.94 1.70 |
| LAIF | | | | | | | | | |
| 90LAIF\$00 | Local Agency Investment Fund State Pool | 38,069,322.79 | Various 2.46% | 38,069,322.79 38,069,322.79 | 1.00 2.46% | 38,069,322.79 77,925.14 | 50.61% 0.00 | NR / NR NR | 0.00 0.00 |
| Total LAIF | | 38,069,322.79 | 2.46% | 38,069,322.79 38,069,322.79 | 2.46% | 38,069,322.79 77,925.14 | 50.61% 0.00 | NR / NR NR | 0.00 0.00 |
| LOCAL GOV IN | VESTMENT POOL | | | | | | | | |
| 09CATR\$05 | CalTrust Medium Term Fund | 663,514.65 | Various 0.42% | 6,671,967.92 6,671,967.92 | 9.77 0.42% | 6,482,538.17 0.00 | 8.60% (189,429.75) | NR / A+ NR | 0.00 |
| Total Local Go | v Investment Pool | 663,514.65 | 0.42% | 6,671,967.92 6,671,967.92 | 0.42% | 6,482,538.17 0.00 | 8.60% (189,429.75) | NR / A+ NR | 0.00 |
| MONEY MARK | ET ELIND | | | | | | | | |
| 31846V203 | First American Govt Obligation Fund Class Y | 996,224.48 | Various 3.83% | 996,224.48 996,224.48 | 1.00 3.83% | 996,224.48 0.00 | 1.32% 0.00 | Aaa / AAA AAA | 0.00 |
| Total Money N | Narket Fund | 996,224.48 | 3.83% | 996,224.48 996,224.48 | 3.83% | 996,224.48 0.00 | 1.32% 0.00 | Aaa / AAA AAA | 0.00 0.00 |
| SUPRANATION | IAI | | | | | | | | |
| 459058JM6 | Intl. Bank Recon & Development Note 0.25% Due 11/24/2023 | 165,000.00 | 11/17/2020 0.32% | 164,645.25 164,904.10 | 96.36 4.87% | 158,990.70 76.77 | 0.21% (5,913.40) | Aaa / AAA AAA | 0.81 0.79 |
| 459058GQ0 | Intl. Bank Recon & Development Note 2.5% Due 3/19/2024 | 225,000.00 | 01/26/2021 0.26% | 240,736.50 230,657.45 | 97.60 4.70% | 219,595.50 2,062.50 | 0.29% (11,061.95) | Aaa / AAA AAA | 1.13 |

Holdings Report

Account #10647



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|---------------|--|-----------------|-----------------------------|--------------------------|----------------------|------------------------------|-------------------------|--------------------|----------------------|
| SUPRANATIO | NAL | | | | | | | | |
| 4581X0DZ8 | Inter-American Dev Bank Note 0.5% Due 9/23/2024 | 260,000.00 | 09/15/2021 0.52% | 259,807.60 259,894.67 | 93.76 4.48% | 243,770.80 462.22 | 0.32% (16,123.87) | Aaa / AAA NR | 1.65 1.60 |
| 45950KCR9 | International Finance Corp Note 1.375% Due 10/16/2024 | 160,000.00 | 07/12/2021 0.54% | 164,304.00 162,253.27 | 94.95 4.48% | 151,917.28 641.67 | 0.20% (10,335.99) | Aaa / AAA NR | 1.71 1.65 |
| Total Suprana | tional | 810,000.00 | 0.41% | 829,493.35 817,709.49 | 4.62% | 774,274.28 3,243.16 | 1.03% (43,435.21) | Aaa / AAA AAA | 1.34 1.30 |
| US TREASURY | | | | | | | | | |
| 912828ZD5 | US Treasury Note 0.5% Due 3/15/2023 | 325,000.00 | 12/28/2021 0.47% | 325,101.56 325,009.67 | 99.53 4.51% | 323,457.55 623.96 | 0.43% (1,552.12) | Aaa / AA+ AAA | 0.12 0.12 |
| 912828VB3 | US Treasury Note 1.75% Due 5/15/2023 | 750,000.00 | Various 0.79% | 761,337.89 752,015.37 | 99.14 4.75% | 743,583.75 2,828.04 | 0.99% (8,431.62) | Aaa / AA+ AAA | 0.28 0.28 |
| 912828ZU7 | US Treasury Note 0.25% Due 6/15/2023 | 750,000.00 | 02/15/2022 1.36% | 739,130.86 746,990.78 | 98.36 4.75% | 737,695.50 247.25 | 0.98% (9,295.28) | Aaa / AA+ AAA | 0.37 0.36 |
| 912828T26 | US Treasury Note 1.375% Due 9/30/2023 | 750,000.00 | Various 1.05% | 750,579.29 751,631.19 | 97.79 4.81% | 733,389.00 3,513.05 | 0.98% (18,242.19) | Aaa / AA+ AAA | 0.66 0.64 |
| 912828V80 | US Treasury Note 2.25% Due 1/31/2024 | 750,000.00 | Various 0.83% | 776,144.53 760,449.00 | 97.58 4.76% | 731,835.75 46.62 | 0.97% (28,613.25) | Aaa / AA+ AAA | 1.00 0.97 |
| 912828B66 | US Treasury Note 2.75% Due 2/15/2024 | 750,000.00 | 02/15/2022 1.58% | 767,255.86 758,971.15 | 97.97 4.77% | 734,795.25 9,527.85 | 0.99% (24,175.90) | Aaa / AA+ AAA | 1.04 1.00 |
| 912828W71 | US Treasury Note 2.125% Due 3/31/2024 | 750,000.00 | Various 0.67% | 775,839.84 762,574.31 | 97.12 4.70% | 728,379.00 5,429.25 | 0.97% (34,195.31) | Aaa / AA+ AAA | 1.16 1.12 |
| 91282CBV2 | US Treasury Note 0.375% Due 4/15/2024 | 500,000.00 | Various 0.37% | 500,162.11 500,056.10 | 95.04 4.66% | 475,215.00 561.47 | 0.63% (24,841.10) | Aaa / AA+ AAA | 1.21 1.17 |
| 912828WJ5 | US Treasury Note 2.5% Due 5/15/2024 | 750,000.00 | Various 1.10% | 779,783.21 763,192.22 | 97.35 4.64% | 730,107.75 4,040.05 | 0.97% (33,084.47) | Aaa / AA+ AAA | 1.29 1.24 |
| 91282CCG4 | US Treasury Note 0.25% Due 6/15/2024 | 400,000.00 | 06/17/2021 0.43% | 397,890.63 399,035.05 | 94.32 4.57% | 377,281.20 131.87 | 0.50% (21,753.85) | Aaa / AA+ AAA | 1.37 1.34 |
| 912828Y87 | US Treasury Note 1.75% Due 7/31/2024 | 300,000.00 | 01/31/2020 1.35% | 305,203.13 301,729.10 | 96.04 4.51% | 288,129.00 14.50 | 0.38% (13,600.10) | Aaa / AA+ AAA | 1.50 1.45 |
| 91282CCT6 | US Treasury Note 0.375% Due 8/15/2024 | 400,000.00 | 08/25/2021 0.45% | 399,109.38 399,539.50 | 93.96 4.47% | 375,843.60 692.93 | 0.50% (23,695.90) | Aaa / AA+ AAA | 1.54 1.50 |

Holdings Report

Account #10647



| CUSIP | Security Description | Par Value/Units | Purchase Date Book Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody/S&P Fitch | Maturity Duration |
|----------------|---|-----------------|-----------------------------|--------------------------------|----------------------|------------------------------|-------------------------|--------------------|----------------------|
| US TREASURY | | | | | | | | | |
| 91282CDH1 | US Treasury Note 0.75% Due 11/15/2024 | 750,000.00 | 11/18/2021 0.83% | 748,125.00 748,878.78 | 93.90 4.33% | 704,267.25 1,212.02 | 0.94% (44,611.53) | Aaa / AA+ AAA | 1.79 1.74 |
| 912828Z52 | US Treasury Note 1.375% Due 1/31/2025 | 750,000.00 | 02/17/2022 1.71% | 742,822.27 745,139.39 | 94.66 4.18% | 709,980.75 28.49 | 0.94% (35,158.64) | Aaa / AA+ AAA | 2.00 1.94 |
| 912828ZF0 | US Treasury Note 0.5% Due 3/31/2025 | 350,000.00 | 03/25/2021 0.58% | 348,906.26 349,410.14 | 92.66 4.08% | 324,296.70 596.15 | 0.43% (25,113.44) | Aaa / AA+ AAA | 2.16 2.11 |
| 912828ZT0 | US Treasury Note 0.25% Due 5/31/2025 | 365,000.00 | 02/25/2021 0.60% | 359,653.32 362,077.38 | 91.63 4.05% | 334,459.72 157.93 | 0.44% (27,617.66) | Aaa / AA+ AAA | 2.33 2.28 |
| 9128284Z0 | US Treasury Note 2.75% Due 8/31/2025 | 750,000.00 | Various 0.98% | 800,092.78 783,483.62 | 96.96 4.00% | 727,236.00 8,774.17 | 0.98% (56,247.62) | Aaa / AA+ AAA | 2.58 2.43 |
| 91282CAZ4 | US Treasury Note 0.375% Due 11/30/2025 | 750,000.00 | Various 0.88% | 734,730.47 739,520.84 | 90.63 3.91% | 679,687.50 486.79 | 0.90% (59,833.34) | Aaa / AA+ AAA | 2.83 2.76 |
| 9128286L9 | US Treasury Note 2.25% Due 3/31/2026 | 750,000.00 | 02/25/2022 1.91% | 760,078.13 757,795.01 | 95.37 3.82% | 715,283.25 5,748.63 | 0.96% (42,511.76) | Aaa / AA+ AAA | 3.16 2.99 |
| 912828R36 | US Treasury Note 1.625% Due 5/15/2026 | 250,000.00 | 10/14/2021 0.99% | 257,148.44 255,123.12 | 93.28 3.82% | 233,203.00 875.35 | 0.31% (21,920.12) | Aaa / AA+ AAA | 3.29 3.14 |
| 912828YG9 | US Treasury Note 1.625% Due 9/30/2026 | 300,000.00 | 12/28/2021 1.24% | 305,296.88 304,079.45 | 92.81 3.74% | 278,425.80 1,660.71 | 0.37% (25,653.65) | Aaa / AA+ AAA | 3.67 3.48 |
| 912828U24 | US Treasury Note 2% Due 11/15/2026 | 625,000.00 | 03/29/2022 2.56% | 609,912.11 612,660.23 | 93.85 3.76% | 586,548.13 2,693.37 | 0.78% (26,112.10) | Aaa / AA+ AAA | 3.79 3.58 |
| 91282CEF4 | US Treasury Note 2.5% Due 3/31/2027 | 750,000.00 | Various 2.90% | 736,449.21 738,298.50 | 95.41 3.70% | 715,576.50 6,387.36 | 0.96% (22,722.00) | Aaa / AA+ AAA | 4.16 3.87 |
| 912828X88 | US Treasury Note 2.375% Due 5/15/2027 | 350,000.00 | 06/09/2022 3.09% | 338,666.02 340,152.03 | 94.85 3.68% | 331,980.60 1,791.09 | 0.44% (8,171.43) | Aaa / AA+ AAA | 4.29 4.00 |
| 91282CFM8 | US Treasury Note 4.125% Due 9/30/2027 | 570,000.00 | 10/26/2022 4.19% | 568,419.14 568,504.38 | 102.03 3.65% | 581,555.61 8,009.75 | 0.78% 13,051.23 | Aaa / AA+ AAA | 4.67 4.16 |
| 9128283F5 | US Treasury Note 2.25% Due 11/15/2027 | 800,000.00 | 12/20/2022 3.84% | 743,625.00 744,947.77 | 93.96 3.63% | 751,718.40 3,878.45 | 1.00% 6,770.63 | Aaa / AA+ AAA | 4.79 4.45 |
| Total US Treas | sury | 15,285,000.00 | 1.47% | 15,331,463.32 15,271,264.08 | 4.27% | 14,653,931.56 69,957.10 | 19.53% (617,332.52) | Aaa / AA+ AAA | 2.14 2.03 |

Holdings Report

Account #10647



| 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 |
|-----------|-------------------------|-----------------|-----------------------------|--------------------------|----------------------|------------------------------|-------------------------|--------------------|----------------------|
| | | | | 76,584,076.72 | | 75,152,515.58 | 100.00% | Aa1 / AA | 0.77 |
| TOTAL POR | RTFOLIO | 70,409,006.17 | 1.98% | 76,416,836.12 | 3.10% | 222,690.52 | (1,264,320.54) | AAA | 0.67 |
| TOTAL MAR | RKET VALUE PLUS ACCRUED | | | | | 75,375,206.10 | | | |

Transaction Ledger

Account #10647



| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------|--------------------|------------|------------|---|--------|-------------------|------------|----------------------|--------------|-----------|
| ACQUISITIONS | | | | | | | | | | |
| Purchase | 01/03/2023 | 31846V203 | 1,416.49 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 1,416.49 | 0.00 | 1,416.49 | 0.00 |
| Purchase | 01/06/2023 | 31846V203 | 4,218.75 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 4,218.75 | 0.00 | 4,218.75 | 0.00 |
| Purchase | 01/09/2023 | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 97.379 | 5.44% | 292,136.72 | 374.50 | 292,511.22 | 0.00 |
| Purchase | 01/10/2023 | 31846V203 | 312.50 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 312.50 | 0.00 | 312.50 | 0.00 |
| Purchase | 01/13/2023 | 90LAIF\$00 | 197,839.35 | Local Agency Investment Fund State Pool | 1.000 | 2.23% | 197,839.35 | 0.00 | 197,839.35 | 0.00 |
| Purchase | 01/15/2023 | 31846V203 | 109.38 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 109.38 | 0.00 | 109.38 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 4,025.89 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 4,025.89 | 0.00 | 4,025.89 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 38.46 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 38.46 | 0.00 | 38.46 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 522.63 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 522.63 | 0.00 | 522.63 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 933.17 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 933.17 | 0.00 | 933.17 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 251.33 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 251.33 | 0.00 | 251.33 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 258.50 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 258.50 | 0.00 | 258.50 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 273.00 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 273.00 | 0.00 | 273.00 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 280.79 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 280.79 | 0.00 | 280.79 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 26.67 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 26.67 | 0.00 | 26.67 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 420.75 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 420.75 | 0.00 | 420.75 | 0.00 |

Transaction Ledger

Account #10647



| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|------------------|--------------------|-----------|-----------|--|-------|-------------------|-----------|----------------------|--------------|-----------|
| ACQUISITIONS | 5 | | | | | | | | | |
| Purchase | 01/17/2023 | 31846V203 | 30.33 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 30.33 | 0.00 | 30.33 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 3,667.70 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 3,667.70 | 0.00 | 3,667.70 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 3,838.79 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 3,838.79 | 0.00 | 3,838.79 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 8,818.62 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 8,818.62 | 0.00 | 8,818.62 | 0.00 |
| Purchase | 01/17/2023 | 31846V203 | 3,439.41 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 3,439.41 | 0.00 | 3,439.41 | 0.00 |
| Purchase | 01/18/2023 | 31846V203 | 326.37 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 326.37 | 0.00 | 326.37 | 0.00 |
| Purchase | 01/18/2023 | 31846V203 | 4,229.81 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 4,229.81 | 0.00 | 4,229.81 | 0.00 |
| Purchase | 01/20/2023 | 31846V203 | 10,350.02 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 10,350.02 | 0.00 | 10,350.02 | 0.00 |
| Purchase | 01/20/2023 | 31846V203 | 2,754.66 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 2,754.66 | 0.00 | 2,754.66 | 0.00 |
| Purchase | 01/23/2023 | 31846V203 | 62.33 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 62.33 | 0.00 | 62.33 | 0.00 |
| Purchase | 01/23/2023 | 31846V203 | 4,194.36 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 4,194.36 | 0.00 | 4,194.36 | 0.00 |
| Purchase | 01/24/2023 | 31846V203 | 4,250.00 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 4,250.00 | 0.00 | 4,250.00 | 0.00 |
| Purchase | 01/25/2023 | 31846V203 | 4,487.17 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 4,487.17 | 0.00 | 4,487.17 | 0.00 |
| Purchase | 01/25/2023 | 31846V203 | 1,522.74 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 1,522.74 | 0.00 | 1,522.74 | 0.00 |
| Purchase | 01/25/2023 | 31846V203 | 77.92 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 77.92 | 0.00 | 77.92 | 0.00 |
| Purchase | 01/25/2023 | 31846V203 | 802.50 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 802.50 | 0.00 | 802.50 | 0.00 |

Transaction Ledger

Account #10647



| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------|--------------------|------------|--------------|--|---------|-------------------|--------------|----------------------|--------------|-----------|
| ACQUISITIONS | 5 | | | | | | | | | |
| Purchase | 01/25/2023 | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 99.988 | 4.56% | 104,987.40 | 0.00 | 104,987.40 | 0.00 |
| Purchase | 01/30/2023 | 31846V203 | 500,000.00 | First American Govt Obligation Fund Class Y | 1.000 | 3.83% | 500,000.00 | 0.00 | 500,000.00 | 0.00 |
| Purchase | 01/30/2023 | 31846V203 | 6,500.00 | First American Govt Obligation Fund Class Y | 1.000 | 3.83% | 6,500.00 | 0.00 | 6,500.00 | 0.00 |
| Purchase | 01/31/2023 | 09CATR\$05 | 1,467.96 | CalTrust Medium Term Fund | 9.770 | 0.42% | 14,341.93 | 0.00 | 14,341.93 | 0.00 |
| Purchase | 01/31/2023 | 31846V203 | 450,000.00 | First American Govt Obligation Fund Class Y | 1.000 | 3.83% | 450,000.00 | 0.00 | 450,000.00 | 0.00 |
| Purchase | 01/31/2023 | 31846V203 | 20,156.25 | First American Govt Obligation Fund Class Y | 1.000 | 3.83% | 20,156.25 | 0.00 | 20,156.25 | 0.00 |
| Subtotal | | | 1,646,904.60 | | | | 1,651,902.69 | 374.50 | 1,652,277.19 | 0.00 |
| Short Sale | 01/25/2023 | 31846V203 | -104,987.40 | First American Govt Obligation Fund Class Y | 1.000 | | -104,987.40 | 0.00 | -104,987.40 | 0.00 |
| Subtotal | | | -104,987.40 | | | | -104,987.40 | 0.00 | -104,987.40 | 0.00 |
| TOTAL ACQUIS | SITIONS | | 1,541,917.20 | | | | 1,546,915.29 | 374.50 | 1,547,289.79 | 0.00 |
| DISPOSITIONS | i | | | | | | | | | |
| Closing Purchase | 01/25/2023 | 31846V203 | -104,987.40 | First American Govt Obligation Fund Class Y | 1.000 | | -104,987.40 | 0.00 | -104,987.40 | 0.00 |
| Subtotal | | | -104,987.40 | | | | -104,987.40 | 0.00 | -104,987.40 | 0.00 |
| Sale | 01/09/2023 | 31846V203 | 292,511.22 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 292,511.22 | 0.00 | 292,511.22 | 0.00 |
| Sale | 01/25/2023 | 31846V203 | 104,987.40 | First American Govt Obligation Fund Class Y | 1.000 | 3.79% | 104,987.40 | 0.00 | 104,987.40 | 0.00 |
| Subtotal | | | 397,498.62 | | | | 397,498.62 | 0.00 | 397,498.62 | 0.00 |
| Paydown | 01/17/2023 | 02582JJT8 | 0.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 100.000 | | 0.00 | 522.63 | 522.63 | 0.00 |

Transaction Ledger

Account #10647



| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price A | Acq/Disp Yield Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------|--------------------|-----------|----------|---|---------|--------------------------|----------------------|--------------|-----------|
| DISPOSITIONS | | | | | | | | | |
| Paydown | 01/17/2023 | 36265WAD5 | 0.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 100.000 | 0.00 | 273.00 | 273.00 | 0.00 |
| Paydown | 01/17/2023 | 43815BAC4 | 0.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 100.000 | 0.00 | 258.50 | 258.50 | 0.00 |
| Paydown | 01/17/2023 | 47787JAC2 | 0.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 100.000 | 0.00 | 251.33 | 251.33 | 0.00 |
| Paydown | 01/17/2023 | 47788UAC6 | 3,652.00 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 100.000 | 3,652.00 | 15.70 | 3,667.70 | 0.00 |
| Paydown | 01/17/2023 | 47789QAC4 | 0.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 100.000 | 0.00 | 30.33 | 30.33 | 0.00 |
| Paydown | 01/17/2023 | 47800AAC4 | 0.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 100.000 | 0.00 | 420.75 | 420.75 | 0.00 |
| Paydown | 01/17/2023 | 47800BAC2 | 0.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 100.000 | 0.00 | 933.17 | 933.17 | 0.00 |
| Paydown | 01/17/2023 | 58769KAD6 | 0.00 | Mercedes-Benz Auto Lease Trust 2021- B A3 0.4% Due 11/15/2024 | 100.000 | 0.00 | 26.67 | 26.67 | 0.00 |
| Paydown | 01/17/2023 | 65479JAD5 | 3,815.99 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 100.000 | 3,815.99 | 22.80 | 3,838.79 | 0.00 |
| Paydown | 01/17/2023 | 89232HAC9 | 8,760.46 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 100.000 | 8,760.46 | 58.16 | 8,818.62 | 0.00 |
| Paydown | 01/17/2023 | 89236XAC0 | 3,429.70 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 100.000 | 3,429.70 | 9.71 | 3,439.41 | 0.00 |
| Paydown | 01/17/2023 | 89238FAD5 | 0.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 100.000 | 0.00 | 280.79 | 280.79 | 0.00 |
| Paydown | 01/17/2023 | 89238JAC9 | 0.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 100.000 | 0.00 | 38.46 | 38.46 | 0.00 |
| Paydown | 01/18/2023 | 43813KAC6 | 4,216.66 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 100.000 | 4,216.66 | 13.15 | 4,229.81 | 0.00 |

Transaction Ledger

Account #10647



| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------|--------------------|-----------|--------------|---|---------|-----------------|----------------------|--------------|-----------|
| DISPOSITIONS | | | | | | | | | |
| Paydown | 01/18/2023 | 43815PAC3 | 0.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 100.000 | 0.00 | 326.37 | 326.37 | 0.00 |
| Paydown | 01/20/2023 | 92290BAA9 | 10,323.62 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 100.000 | 10,323.62 | 26.40 | 10,350.02 | 0.00 |
| Paydown | 01/20/2023 | 92348AAA3 | 2,750.15 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 100.000 | 2,750.15 | 4.51 | 2,754.66 | 0.00 |
| Paydown | 01/23/2023 | 43813GAC5 | 4,181.74 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 100.000 | 4,181.74 | 12.62 | 4,194.36 | 0.00 |
| Paydown | 01/23/2023 | 43815GAC3 | 0.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 100.000 | 0.00 | 62.33 | 62.33 | 0.00 |
| Paydown | 01/25/2023 | 05601XAC3 | 0.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 100.000 | 0.00 | 77.92 | 77.92 | 0.00 |
| Paydown | 01/25/2023 | 05602RAD3 | 0.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 100.000 | 0.00 | 802.50 | 802.50 | 0.00 |
| Paydown | 01/25/2023 | 09690AAC7 | 4,473.77 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 100.000 | 4,473.77 | 13.40 | 4,487.17 | 0.00 |
| Paydown | 01/25/2023 | 3137B4GY6 | 773.00 | FHLMC K032 A2Due 5/25/2023 | 100.000 | 773.00 | 749.74 | 1,522.74 | 0.00 |
| Subtotal | | | 46,377.09 | | | 46,377.09 | 5,230.94 | 51,608.03 | 0.00 |
| Maturity | 01/30/2023 | 747525AR4 | 500,000.00 | Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023 | 100.000 | 500,000.00 | 0.00 | 500,000.00 | 0.00 |
| Maturity | 01/31/2023 | 912828P38 | 450,000.00 | US Treasury Note 1.75% Due 1/31/2023 | 100.000 | 450,000.00 | 0.00 | 450,000.00 | 0.00 |
| Subtotal | | | 950,000.00 | | | 950,000.00 | 0.00 | 950,000.00 | 0.00 |
| TOTAL DISPOS | TIONS | | 1,288,888.31 | | | 1,288,888.31 | 5,230.94 | 1,294,119.25 | 0.00 |
| OTHER TRANSA | ACTIONS | | | | | | | | |
| Interest | 01/06/2023 | 3133ENKS8 | 750,000.00 | FFCB Note 1.125% Due 1/6/2025 | 0.000 | 4,218.75 | 0.00 | 4,218.75 | 0.00 |

Transaction Ledger

Account #10647



| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price Acc | q/Disp Yield Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------|--------------------|------------|------------------|--|-----------|------------------------|----------------------|--------------|-----------|
| OTHER TRANSA | ACTIONS | | | | | | | | |
| Interest | 01/10/2023 | 3135G05G4 | 250,000.00 | FNMA Note 0.25% Due 7/10/2023 | 0.000 | 312.50 | 0.00 | 312.50 | 0.00 |
| Interest | 01/15/2023 | 79466LAG9 | 35,000.00 | Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024 | 0.000 | 109.38 | 0.00 | 109.38 | 0.00 |
| Interest | 01/17/2023 | 61747YET8 | 175,000.00 | Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026 | 0.000 | 4,025.89 | 0.00 | 4,025.89 | 0.00 |
| Interest | 01/24/2023 | 90331HNV1 | 250,000.00 | US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023 | 0.000 | 4,250.00 | 0.00 | 4,250.00 | 0.00 |
| Interest | 01/30/2023 | 747525AR4 | 500,000.00 | Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023 | 0.000 | 6,500.00 | 0.00 | 6,500.00 | 0.00 |
| Interest | 01/31/2023 | 912828P38 | 450,000.00 | US Treasury Note 1.75% Due 1/31/2023 | 0.000 | 3,937.50 | 0.00 | 3,937.50 | 0.00 |
| Interest | 01/31/2023 | 912828V80 | 750,000.00 | US Treasury Note 2.25% Due 1/31/2024 | 0.000 | 8,437.50 | 0.00 | 8,437.50 | 0.00 |
| Interest | 01/31/2023 | 912828Y87 | 300,000.00 | US Treasury Note 1.75% Due 7/31/2024 | 0.000 | 2,625.00 | 0.00 | 2,625.00 | 0.00 |
| Interest | 01/31/2023 | 912828Z52 | 750,000.00 | US Treasury Note 1.375% Due 1/31/2025 | 0.000 | 5,156.25 | 0.00 | 5,156.25 | 0.00 |
| Subtotal | | | 4,210,000.00 | | | 39,572.77 | 0.00 | 39,572.77 | 0.00 |
| Dividend | 01/03/2023 | 31846V203 | 351,125.81 | First American Govt Obligation Fund Class Y | 0.000 | 1,416.49 | 0.00 | 1,416.49 | 0.00 |
| Dividend | 01/15/2023 | 90LAIF\$00 | 3,482,506,710.85 | Local Agency Investment Fund State Pool | 0.000 | 197,839.35 | 0.00 | 197,839.35 | 0.00 |
| Dividend | 01/31/2023 | 09CATR\$05 | 662,046.70 | CalTrust Medium Term Fund | 0.000 | 14,341.93 | 0.00 | 14,341.93 | 0.00 |
| Subtotal | | | 3,483,519,883.36 | | | 213,597.77 | 0.00 | 213,597.77 | 0.00 |
| TOTAL OTHER | TRANSACTIONS | | 3,487,729,883.36 | | | 253,170.54 | 0.00 | 253,170.54 | 0.00 |

Income Earned

Account #10647



| 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 | | | | | | |
| 023135BW5 | Amazon.com Inc Note 0.45% Due 05/12/2024 | 05/10/2021 05/12/2021 130,000.00 | 129,913.93 0.00 0.00 129,919.30 | 79.63 0.00 128.38 48.75 | 5.37 0.00 5.37 54.12 | 54.12 |
| 023135CN4 | Amazon.com Inc Note 4.6% Due 12/01/2025 | 11/29/2022 12/01/2022 395,000.00 | 394,976.97 0.00 0.00 394,977.64 | 1,514.17 0.00 3,028.33 1,514.16 | 0.67 0.00 0.67 1,514.83 | 1,514.83 |
| 02582JJT8 | American Express Credit Trust 2022-2 A 3.39% Due 05/17/2027 | 05/17/2022 05/24/2022 185,000.00 | 184,967.44 0.00 0.00 184,968.60 | 278.73 522.63 278.73 522.63 | 1.16 0.00 1.16 523.79 | 523.79 |
| 037833AK6 | Apple Inc Note 2.4% Due 05/03/2023 | 03/11/2019 03/13/2019 200,000.00 | 199,755.35 0.00 0.00 199,817.52 | 773.33 0.00 1,173.33 400.00 | 62.17 0.00 62.17 462.17 | 462.17 |
| 05601XAC3 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025 | 01/11/2022 01/19/2022 85,000.00 | 84,992.83 0.00 0.00 84,993.33 | 15.58 77.92 15.58 77.92 | 0.50 0.00 0.50 78.42 | 78.42 |
| 05602RAD3 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 08/25/2026 | 01/05/2023 01/09/2023 300,000.00 | 0.00 292,136.72 0.00 292,338.12 | 0.00 428.00 160.50 588.50 | 201.40 0.00 201.40 789.90 | 789.90 |
| 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 | 199,182.86 0.00 0.00 199,294.45 | 1,650.00 0.00 2,016.67 366.67 | 111.59 0.00 111.59 478.26 | 478.26 |
| 06406RBC0 | Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 04/25/2025 | 04/19/2022 04/26/2022 280,000.00 | 279,969.75 0.00 0.00 279,970.86 | 1,719.67 0.00 2,501.33 781.66 | 1.11 0.00 1.11 782.77 | 782.77 |
| 09690AAC7 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 09/08/2021 09/15/2021 44,257.02 | 48,728.62 0.00 4,473.77 44,255.22 | 2.68 13.40 2.43 13.15 | 0.37 0.00 0.37 13.52 | 13.52 |

Income Earned

Account #10647



| 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 |
|-----------|-------------------------------|------------------------------------|---|--|---|--------------|
| 14913R2L0 | Caterpillar Financial Service | Various | 498,591.90 | 275.00 | 86.95 | 274.46 |
| | Note | Various | 0.00 | 0.00 | 0.00 | |
| | 0.45% Due 05/17/2024 | 500,000.00 | 0.00 | 462.51 | 86.95 | |
| | | | 498,678.85 | 187.51 | 274.46 | |
| 24422EWB1 | John Deere Capital Corp | 03/02/2022 | 129,959.40 | 874.79 | 1.58 | 231.79 |
| | Note | 03/07/2022 | 0.00 | 0.00 | 0.00 | |
| | 2.125% Due 03/07/2025 | 130,000.00 | 0.00 | 1,105.00 | 1.58 | |
| | | | 129,960.98 | 230.21 | 231.79 | |
| 3130A0F70 | FHLB | 10/30/2019 | 355,182.45 | 754.69 | 0.00 | 513.24 |
| | Note | 10/31/2019 | 0.00 | 0.00 | 471.13 | |
| | 3.375% Due 12/08/2023 | 350,000.00 | 0.00 | 1,739.06 | (471.13) | |
| | | | 354,711.32 | 984.37 | 513.24 | |
| 3130A1XJ2 | FHLB | 03/24/2020 | 159,128.28 | 210.43 | 0.00 | 129.89 |
| | Note | 03/25/2020 | 0.00 | 0.00 | 241.47 | |
| | 2.875% Due 06/14/2024 | 155,000.00 | 0.00 | 581.79 | (241.47) | |
| | | | 158,886.81 | 371.36 | 129.89 | |
| 3130ADRG9 | FHLB | 04/11/2019 | 350,253.83 | 2,967.71 | 0.00 | 686.37 |
| | Note | 04/12/2019 | 0.00 | 0.00 | 115.71 | |
| | 2.75% Due 03/10/2023 | 350,000.00 | 0.00 | 3,769.79 | (115.71) | |
| | | | 350,138.12 | 802.08 | 686.37 | |
| 3130AT3H8 | FHLB | 08/25/2022 | 699,352.00 | 8,334.38 | 46.50 | 2,015.25 |
| | Note | 08/26/2022 | 0.00 | 0.00 | 0.00 | |
| | 3.375% Due 03/08/2024 | 700,000.00 | 0.00 | 10,303.13 | 46.50 | |
| | | | 699,398.50 | 1,968.75 | 2,015.25 | |
| 3133ENKS8 | FFCB | Various | 743,058.94 | 4,101.57 | 292.35 | 995.46 |
| | Note | Various | 0.00 | 4,218.75 | 0.00 | |
| | 1.125% Due 01/06/2025 | 750,000.00 | 0.00 | 585.93 | 292.35 | |
| | | | 743,351.29 | 703.11 | 995.46 | |
| 3133ENPG9 | FFCB | 02/10/2022 | 414,215.76 | 2,763.78 | 31.37 | 636.58 |
| | Note | 02/15/2022 | 0.00 | 0.00 | 0.00 | |
| | 1.75% Due 02/14/2025 | 415,000.00 | 0.00 | 3,368.99 | 31.37 | |
| | | | 414,247.13 | 605.21 | 636.58 | |
| 3135G04Q3 | FNMA | 05/20/2020 | 244,905.04 | 66.35 | 20.88 | 71.93 |
| | Note | 05/22/2020 | 0.00 | 0.00 | 0.00 | |
| | 0.25% Due 05/22/2023 | 245,000.00 | 0.00 | 117.40 | 20.88 | |
| | | • | 244,925.92 | 51.05 | 71.93 | |

Income Earned

Account #10647



| 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 |
|-----------|-----------------------|------------------------------------|---|--|---|--------------|
| 3135G05G4 | FNMA | 07/08/2020 | 249,906.74 | 296.88 | 15.21 | 67.29 |
| | Note | 07/10/2020 | 0.00 | 312.50 | 0.00 | |
| | 0.25% Due 07/10/2023 | 250,000.00 | 0.00 249,921.95 | 36.46 52.08 | 15.21 67.29 | |
| 3135G06G3 | FNMA | 11/18/2020 | 349,793.12 | 262.50 | 6.16 | 151.99 |
| | Note | 11/19/2020 | 0.00 | 0.00 | 0.00 | |
| | 0.5% Due 11/07/2025 | 350,000.00 | 0.00 | 408.33 | 6.16 | |
| | | | 349,799.28 | 145.83 | 151.99 | |
| 3135G0U43 | FNMA | 09/25/2019 | 352,931.80 | 3,046.70 | 0.00 | 480.72 |
| | Note | 09/26/2019 | 0.00 | 0.00 | 357.82 | |
| | 2.875% Due 09/12/2023 | 350,000.00 | 0.00 | 3,885.24 | (357.82) | |
| | | | 352,573.98 | 838.54 | 480.72 | |
| 3137B4GY6 | FHLMC | 07/23/2019 | 272,915.51 | 149.95 | 0.00 | 508.51 |
| | K032 A2 | 07/26/2019 | 0.00 | 749.74 | 240.80 | |
| | 3.31% Due 05/25/2023 | 271,035.43 | 773.00 | 149.52 | (240.80) | |
| | | | 271,901.71 | 749.31 | 508.51 | |
| 3137EAER6 | FHLMC | 05/05/2020 | 304,985.47 | 177.92 | 3.63 | 98.94 |
| | Note | 05/07/2020 | 0.00 | 0.00 | 0.00 | |
| | 0.375% Due 05/05/2023 | 305,000.00 | 0.00 | 273.23 | 3.63 | |
| | | | 304,989.10 | 95.31 | 98.94 | |
| 3137EAES4 | FHLMC | 06/24/2020 | 299,859.20 | 10.42 | 24.80 | 87.30 |
| | Note | 06/26/2020 | 0.00 | 0.00 | 0.00 | |
| | 0.25% Due 06/26/2023 | 300,000.00 | 0.00 | 72.92 | 24.80 | |
| | | | 299,884.00 | 62.50 | 87.30 | |
| 3137EAEV7 | FHLMC | 08/19/2020 | 299,934.51 | 264.58 | 8.64 | 71.14 |
| | Note | 08/21/2020 | 0.00 | 0.00 | 0.00 | |
| | 0.25% Due 08/24/2023 | 300,000.00 | 0.00 | 327.08 | 8.64 | |
| | | | 299,943.15 | 62.50 | 71.14 | |
| 3137EAEW5 | FHLMC | 09/11/2020 | 300,021.35 | 235.42 | 0.00 | 59.85 |
| | Note | 09/14/2020 | 0.00 | 0.00 | 2.65 | |
| | 0.25% Due 09/08/2023 | 300,000.00 | 0.00 | 297.92 | (2.65) | |
| | | | 300,018.70 | 62.50 | 59.85 | |
| 3137EAEY1 | FHLMC | 10/14/2020 | 224,779.27 | 58.59 | 23.76 | 47.20 |
| | Note | 10/16/2020 | 0.00 | 0.00 | 0.00 | |
| | 0.125% Due 10/16/2023 | 225,000.00 | 0.00 | 82.03 | 23.76 | |
| | | | 224,803.03 | 23.44 | 47.20 | |

Income Earned

Account #10647



| 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 |
|-----------|-------------------------------|------------------------------------|---|--|---|--------------|
| 3137EAEZ8 | FHLMC | 11/03/2020 | 334,915.00 | 127.95 | 8.52 | 78.31 |
| | Note | 11/05/2020 | 0.00 | 0.00 | 0.00 | |
| | 0.25% Due 11/06/2023 | 335,000.00 | 0.00 | 197.74 | 8.52 | |
| | | | 334,923.52 | 69.79 | 78.31 | |
| 36265WAD5 | GM Financial Securitized Auto | 07/06/2022 | 89,999.47 | 136.50 | 0.02 | 273.02 |
| | 2022-3 A3 | 07/13/2022 | 0.00 | 273.00 | 0.00 | |
| | 3.64% Due 04/16/2027 | 90,000.00 | 0.00 | 136.50 | 0.02 | |
| | | | 89,999.49 | 273.00 | 273.02 | |
| 437076CR1 | Home Depot | 09/12/2022 | 109,964.17 | 1,246.67 | 1.13 | 367.79 |
| | Callable Note Cont 8/15/2025 | 09/19/2022 | 0.00 | 0.00 | 0.00 | |
| | 4% Due 09/15/2025 | 110,000.00 | 0.00 | 1,613.33 | 1.13 | |
| | | | 109,965.30 | 366.66 | 367.79 | |
| 43813GAC5 | Honda Auto Receivables Trust | 02/17/2021 | 56,098.99 | 4.21 | 0.06 | 12.36 |
| | 2021-1 A3 | 02/24/2021 | 0.00 | 12.62 | 0.00 | |
| | 0.27% Due 04/21/2025 | 51,917.66 | 4,181.74 | 3.89 | 0.06 | |
| | | | 51,917.31 | 12.30 | 12.36 | |
| 43813KAC6 | Honda Auto Receivables Trust | 09/22/2020 | 42,632.48 | 5.70 | 0.33 | 12.91 |
| | 2020-3 A3 | 09/29/2020 | 0.00 | 13.15 | 0.00 | |
| | 0.37% Due 10/18/2024 | 38,417.58 | 4,216.66 | 5.13 | 0.33 | |
| | | | 38,416.15 | 12.58 | 12.91 | |
| 43815BAC4 | Honda Auto Receivables Trust | 02/15/2022 | 164,981.76 | 137.87 | 0.65 | 259.15 |
| | 2022-1 A3 | 02/23/2022 | 0.00 | 258.50 | 0.00 | |
| | 1.88% Due 05/15/2026 | 165,000.00 | 0.00 | 137.87 | 0.65 | |
| | | | 164,982.41 | 258.50 | 259.15 | |
| 43815GAC3 | Honda Auto Receivables Trust | 11/16/2021 | 84,988.17 | 20.78 | 0.47 | 62.80 |
| | 2021-4 A3 | 11/24/2021 | 0.00 | 62.33 | 0.00 | |
| | 0.88% Due 01/21/2026 | 85,000.00 | 0.00 | 20.78 | 0.47 | |
| | | | 84,988.64 | 62.33 | 62.80 | |
| 43815PAC3 | Honda Auto Receivables | 08/15/2022 | 104,994.47 | 141.43 | 0.17 | 326.54 |
| | 2022-2 A3 | 08/24/2022 | 0.00 | 326.37 | 0.00 | |
| | 3.73% Due 07/20/2026 | 105,000.00 | 0.00 | 141.43 | 0.17 | |
| | | | 104,994.64 | 326.37 | 326.54 | |
| 4581X0DZ8 | Inter-American Dev Bank | 09/15/2021 | 259,889.23 | 353.89 | 5.44 | 113.77 |
| | Note | 09/23/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.5% Due 09/23/2024 | 260,000.00 | 0.00 | 462.22 | 5.44 | |
| | | | 259,894.67 | 108.33 | 113.77 | |

Income Earned

Account #10647



| 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 |
|-------------|--------------------------------|------------------------------------|---|--|---|--------------|
| 459058GQ0 | Intl. Bank Recon & Development | 01/26/2021 | 231,083.13 | 1,593.75 | 0.00 | 43.07 |
| | Note | 01/28/2021 | 0.00 | 0.00 | 425.68 | |
| | 2.5% Due 03/19/2024 | 225,000.00 | 0.00 230,657.45 | 2,062.50 468.75 | (425.68) 43.07 | |
| 459058JM6 | Intl. Bank Recon & Development | 11/17/2020 | 164,894.06 | 42.40 | 10.04 | 44.41 |
| 43303611110 | Note | 11/24/2020 | 0.00 | 0.00 | 0.00 | 44.41 |
| | 0.25% Due 11/24/2023 | 165,000.00 | 0.00 | 76.77 | 10.04 | |
| | 0.23% Due 11/24/2023 | 103,000.00 | 164,904.10 | 34.37 | 44.41 | |
| 45950KCR9 | International Finance Corp | 07/12/2021 | 162,365.39 | 458.33 | 0.00 | 71.22 |
| | Note | 07/14/2021 | 0.00 | 0.00 | 112.12 | |
| | 1.375% Due 10/16/2024 | 160,000.00 | 0.00 | 641.67 | (112.12) | |
| | , , | , | 162,253.27 | 183.34 | 71.22 | |
| 46647PAH9 | JP Morgan Chase & Co | Various | 512,624.69 | 5,366.67 | 0.00 | 420.80 |
| | Callable Note 2X 3/1/2024 | Various | 0.00 | 0.00 | 920.86 | |
| | 3.22% Due 03/01/2025 | 500,000.00 | 0.00 | 6,708.33 | (920.86) | |
| | | | 511,703.83 | 1,341.66 | 420.80 | |
| 47787JAC2 | John Deere Owner Trust | 03/10/2022 | 129,977.78 | 134.04 | 0.70 | 252.03 |
| | 2022-A A3 | 03/16/2022 | 0.00 | 251.33 | 0.00 | |
| | 2.32% Due 09/16/2026 | 130,000.00 | 0.00 | 134.04 | 0.70 | |
| | | | 129,978.48 | 251.33 | 252.03 | |
| 47788UAC6 | John Deere Owner Trust | 03/02/2021 | 52,327.14 | 8.37 | 0.57 | 15.69 |
| | 2021-A A3 | 03/10/2021 | 0.00 | 15.70 | 0.00 | |
| | 0.36% Due 09/15/2025 | 48,680.13 | 3,652.00 | 7.79 | 0.57 | |
| | | | 48,675.71 | 15.12 | 15.69 | |
| 47789QAC4 | John Deere Owner Trust | 07/13/2021 | 69,996.24 | 16.18 | 0.14 | 30.47 |
| | 2021-B A3 | 07/21/2021 | 0.00 | 30.33 | 0.00 | |
| | 0.52% Due 03/16/2026 | 70,000.00 | 0.00 | 16.18 | 0.14 | |
| | | | 69,996.38 | 30.33 | 30.47 | |
| 47800AAC4 | John Deere Owner Trust | 07/12/2022 | 134,988.74 | 224.40 | 0.30 | 421.05 |
| | 2022-B A3 | 07/20/2022 | 0.00 | 420.75 | 0.00 | |
| | 3.74% Due 02/16/2027 | 135,000.00 | 0.00 | 224.40 | 0.30 | |
| | | | 134,989.04 | 420.75 | 421.05 | |
| 47800BAC2 | John Deere Owner Trust | 10/12/2022 | 219,983.88 | 497.69 | 0.39 | 933.56 |
| | 2022-C A3 | 10/19/2022 | 0.00 | 933.17 | 0.00 | |
| | 5.09% Due 06/15/2027 | 220,000.00 | 0.00 | 497.69 | 0.39 | |
| | | | 219,984.27 | 933.17 | 933.56 | |

Income Earned

Account #10647



| 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 |
|-----------|--------------------------------|------------------------------------|---|--|---|--------------|
| 58769KAD6 | Mercedes-Benz Auto Lease Trust | 06/22/2021 | 79,997.54 | 14.22 | 0.20 | 26.87 |
| | 2021-B A3 | 06/29/2021 | 0.00 | 26.67 | 0.00 | |
| | 0.4% Due 11/15/2024 | 80,000.00 | 0.00 | 14.22 | 0.20 | |
| | | | 79,997.74 | 26.67 | 26.87 | |
| 58770AAC7 | Mercedes-Benz Auto Receivable | 01/18/2023 | 0.00 | 0.00 | 0.07 | 79.00 |
| | 2023-1 A3 | 01/25/2023 | 104,987.40 | 0.00 | 0.00 | |
| | 4.51% Due 11/15/2027 | 105,000.00 | 0.00 | 78.93 | 0.07 | |
| | | | 104,987.47 | 78.93 | 79.00 | |
| 594918BX1 | Microsoft | 03/05/2020 | 203,303.20 | 2,315.97 | 0.00 | 177.11 |
| | Callable Note Cont 12/6/2023 | 03/09/2020 | 0.00 | 0.00 | 302.06 | |
| | 2.875% Due 02/06/2024 | 200,000.00 | 0.00 | 2,795.14 | (302.06) | |
| | | | 203,001.14 | 479.17 | 177.11 | |
| 61747YET8 | Morgan Stanley | 07/18/2022 | 175,000.00 | 3,661.97 | 0.00 | 682.35 |
| | Callable Note Cont 7/17/2025 | 07/20/2022 | 0.00 | 4,025.89 | 0.00 | |
| | 4.679% Due 07/17/2026 | 175,000.00 | 0.00 | 318.43 | 0.00 | |
| | | | 175,000.00 | 682.35 | 682.35 | |
| 63743HFE7 | National Rural Utilities | 04/27/2022 | 94,979.80 | 145.67 | 0.70 | 273.82 |
| | Note | 05/04/2022 | 0.00 | 0.00 | 0.00 | |
| | 3.45% Due 06/15/2025 | 95,000.00 | 0.00 | 418.79 | 0.70 | |
| | | | 94,980.50 | 273.12 | 273.82 | |
| 65479JAD5 | Nissan Auto Receivables Owner | 10/16/2019 | 14,177.57 | 12.16 | 0.07 | 19.60 |
| | 2019-C A3 | 10/23/2019 | 0.00 | 22.80 | 0.00 | |
| | 1.93% Due 07/15/2024 | 10,361.82 | 3,815.99 | 8.89 | 0.07 | |
| | | | 10,361.65 | 19.53 | 19.60 | |
| 665859AW4 | Northern Trust Company | 10/05/2022 | 437,581.21 | 2,550.00 | 242.13 | 1,742.13 |
| | Callable Note Cont 4/10/2027 | 10/07/2022 | 0.00 | 0.00 | 0.00 | |
| | 4% Due 05/10/2027 | 450,000.00 | 0.00 | 4,050.00 | 242.13 | |
| | | | 437,823.34 | 1,500.00 | 1,742.13 | |
| 69371RR40 | Paccar Financial Corp | 08/03/2021 | 79,976.90 | 157.78 | 1.22 | 34.55 |
| | Note | 08/09/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.5% Due 08/09/2024 | 80,000.00 | 0.00 | 191.11 | 1.22 | |
| | | | 79,978.12 | 33.33 | 34.55 | |
| 69371RR57 | Paccar Financial Corp | 11/02/2021 | 174,993.51 | 231.88 | 0.30 | 131.55 |
| | Note | 11/08/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.9% Due 11/08/2024 | 175,000.00 | 0.00 | 363.13 | 0.30 | |
| | | | 174,993.81 | 131.25 | 131.55 | |

Income Earned

Account #10647



| 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 |
|-----------|--------------------------------------|------------------------------------|---|--|---|--------------|
| 747525AR4 | Qualcomm Inc | Various | 500,000.00 | 5,452.78 | 0.00 | 1,047.22 |
| | Callable Note Cont 12/30/2022 | Various | 0.00 | 6,500.00 | 0.00 | |
| | Due 01/30/2023 | 0.00 | 500,000.00 | 0.00 | 0.00 | |
| | | | 0.00 | 1,047.22 | 1,047.22 | |
| 78015K7C2 | Royal Bank of Canada | Various | 512,366.05 | 1,875.00 | 0.00 | 365.35 |
| | Note | Various | 0.00 | 0.00 | 572.16 | |
| | 2.25% Due 11/01/2024 | 500,000.00 | 0.00 | 2,812.51 | (572.16) | |
| | | | 511,793.89 | 937.51 | 365.35 | |
| 79466LAG9 | Salesforce.com Inc | 06/29/2021 | 34,990.89 | 100.87 | 0.50 | 18.73 |
| | Callable Note Cont 7/15/2022 | 07/12/2021 | 0.00 | 109.38 | 0.00 | |
| | 0.625% Due 07/15/2024 | 35,000.00 | 0.00 | 9.72 | 0.50 | |
| | | | 34,991.39 | 18.23 | 18.73 | |
| 808513BN4 | Charles Schwab Corp | Various | 245,454.94 | 525.73 | 1.35 | 118.89 |
| | Callable Note Cont 2/18/2024 | Various | 0.00 | 0.00 | 35.59 | |
| | 0.75% Due 03/18/2024 | 245,000.00 | 0.00 | 678.86 | (34.24) | |
| | | | 245,420.70 | 153.13 | 118.89 | |
| 857477BR3 | State Street Bank | 02/02/2022 | 90,000.00 | 632.93 | 0.00 | 130.95 |
| | Callable Note Cont 2/6/2025 | 02/07/2022 | 0.00 | 0.00 | 0.00 | |
| | 1.746% Due 02/06/2026 | 90,000.00 | 0.00 | 763.88 | 0.00 | |
| | | | 90,000.00 | 130.95 | 130.95 | |
| 89114QCB2 | Toronto Dominion Bank | Various | 510,000.57 | 4,965.28 | 0.00 | 641.49 |
| | Note | Various | 0.00 | 0.00 | 712.68 | |
| | 3.25% Due 03/11/2024 | 500,000.00 | 0.00 | 6,319.45 | (712.68) | |
| | | | 509,287.89 | 1,354.17 | 641.49 | |
| 89232HAC9 | Toyota Auto Receivable Own | 07/06/2020 | 42,372.27 | 31.02 | 0.00 | (33.04) |
| | 2020-A A3 | 07/08/2020 | 0.00 | 58.16 | 84.74 | , |
| | 1.66% Due 05/15/2024 | 33,282.65 | 8,760.46 | 24.56 | (84.74) | |
| | | | 33,527.07 | 51.70 | (33.04) | |
| 89236TJH9 | Toyota Motor Credit Corp | 12/06/2021 | 297,518.03 | 54.17 | 144.08 | 269.08 |
| | Note | 12/08/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.5% Due 06/18/2024 | 300,000.00 | 0.00 | 179.17 | 144.08 | |
| | | , | 297,662.11 | 125.00 | 269.08 | |
| 89236XAC0 | Toyota Auto Receivables | 10/06/2020 | 33,293.74 | 5.18 | 0.42 | 9.60 |
| | 2020-D A3 | 10/13/2020 | 0.00 | 9.71 | 0.00 | 3.00 |
| | 0.35% Due 01/15/2025 | 29,867.01 | 3,429.70 | 4.65 | 0.42 | |
| | , ., ., ., ., ., ., ., ., ., ., ., . | | 29,864.46 | 9.18 | 9.60 | |

Income Earned

Account #10647



| 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 |
|-----------|-------------------------------|------------------------------------|---|--|---|--------------|
| 89238FAD5 | Toyota Auto Receivables OT | 04/07/2022 | 114,997.91 | 149.76 | 0.07 | 280.86 |
| | 2022-B A3 | 04/13/2022 | 0.00 | 280.79 | 0.00 | |
| | 2.93% Due 09/15/2026 | 115,000.00 | 0.00 | 149.76 | 0.07 | |
| | | | 114,997.98 | 280.79 | 280.86 | |
| 89238JAC9 | Toyota Auto Receivables Trust | 11/09/2021 | 64,999.10 | 20.51 | 0.03 | 38.49 |
| | 2021-D A3 | 11/15/2021 | 0.00 | 38.46 | 0.00 | |
| | 0.71% Due 04/15/2026 | 65,000.00 | 0.00 | 20.51 | 0.03 | |
| | | | 64,999.13 | 38.46 | 38.49 | |
| 90331HNV1 | US Bank NA | 05/17/2019 | 250,775.26 | 3,706.94 | 0.00 | 569.42 |
| | Callable Note Cont 6/23/2023 | 05/21/2019 | 0.00 | 4,250.00 | 138.92 | |
| | 3.4% Due 07/24/2023 | 250,000.00 | 0.00 | 165.28 | (138.92) | |
| | | | 250,636.34 | 708.34 | 569.42 | |
| 9128283F5 | US Treasury | 12/20/2022 | 743,971.44 | 2,337.02 | 976.33 | 2,517.76 |
| | Note | 12/21/2022 | 0.00 | 0.00 | 0.00 | |
| | 2.25% Due 11/15/2027 | 800,000.00 | 0.00 | 3,878.45 | 976.33 | |
| | | | 744,947.77 | 1,541.43 | 2,517.76 | |
| 9128284Z0 | US Treasury | Various | 784,585.53 | 7,007.94 | 0.00 | 664.32 |
| | Note | Various | 0.00 | 0.00 | 1,101.91 | |
| | 2.75% Due 08/31/2025 | 750,000.00 | 0.00 | 8,774.17 | (1,101.91) | |
| | | | 783,483.62 | 1,766.23 | 664.32 | |
| 9128286L9 | US Treasury | 02/25/2022 | 758,004.41 | 4,311.47 | 0.00 | 1,227.76 |
| | Note | 02/28/2022 | 0.00 | 0.00 | 209.40 | |
| | 2.25% Due 03/31/2026 | 750,000.00 | 0.00 | 5,748.63 | (209.40) | |
| | | | 757,795.01 | 1,437.16 | 1,227.76 | |
| 912828B66 | US Treasury | 02/15/2022 | 759,704.94 | 7,790.42 | 0.00 | 1,003.64 |
| | Note | 02/16/2022 | 0.00 | 0.00 | 733.79 | |
| | 2.75% Due 02/15/2024 | 750,000.00 | 0.00 | 9,527.85 | (733.79) | |
| | | | 758,971.15 | 1,737.43 | 1,003.64 | |
| 912828P38 | US Treasury | 08/29/2022 | 449,520.60 | 3,295.52 | 479.40 | 1,121.38 |
| | Note | 08/30/2022 | 0.00 | 3,937.50 | 0.00 | |
| | Due 01/31/2023 | 0.00 | 450,000.00 | 0.00 | 479.40 | |
| | | | 0.00 | 641.98 | 1,121.38 | |
| 912828R36 | US Treasury | 10/14/2021 | 255,255.58 | 527.45 | 0.00 | 215.44 |
| | Note | 10/15/2021 | 0.00 | 0.00 | 132.46 | |
| | 1.625% Due 05/15/2026 | 250,000.00 | 0.00 | 875.35 | (132.46) | |
| | | | 255,123.12 | 347.90 | 215.44 | |

Income Earned

Account #10647



| 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 |
|-----------|-----------------------|------------------------------------|---|--|---|--------------|
| 912828T26 | US Treasury | Various | 751,841.00 | 2,634.79 | 136.36 | 668.45 |
| | Note | Various | 0.00 | 0.00 | 346.17 | |
| | 1.375% Due 09/30/2023 | 750,000.00 | 0.00 | 3,513.05 | (209.81) | |
| | | | 751,631.19 | 878.26 | 668.45 | |
| 912828U24 | US Treasury | 03/29/2022 | 612,383.63 | 1,622.93 | 276.60 | 1,347.04 |
| | Note | 03/30/2022 | 0.00 | 0.00 | 0.00 | |
| | 2% Due 11/15/2026 | 625,000.00 | 0.00 | 2,693.37 | 276.60 | |
| | | | 612,660.23 | 1,070.44 | 1,347.04 | |
| 912828V80 | US Treasury | Various | 761,338.88 | 7,061.82 | 0.00 | 532.42 |
| | Note | Various | 0.00 | 8,437.50 | 889.88 | |
| | 2.25% Due 01/31/2024 | 750,000.00 | 0.00 | 46.62 | (889.88) | |
| | | | 760,449.00 | 1,422.30 | 532.42 | |
| 912828VB3 | US Treasury | Various | 752,621.94 | 1,704.07 | 0.00 | 517.40 |
| | Note | Various | 0.00 | 0.00 | 606.57 | |
| | 1.75% Due 05/15/2023 | 750,000.00 | 0.00 | 2,828.04 | (606.57) | |
| | | | 752,015.37 | 1,123.97 | 517.40 | |
| 912828W71 | US Treasury | Various | 763,493.66 | 4,071.95 | 0.00 | 437.95 |
| | Note | Various | 0.00 | 0.00 | 919.35 | |
| | 2.125% Due 03/31/2024 | 750,000.00 | 0.00 | 5,429.25 | (919.35) | |
| | | | 762,574.31 | 1,357.30 | 437.95 | |
| 912828WJ5 | US Treasury | Various | 764,064.21 | 2,434.40 | 0.00 | 733.66 |
| | Note | Various | 0.00 | 0.00 | 871.99 | |
| | 2.5% Due 05/15/2024 | 750,000.00 | 0.00 | 4,040.05 | (871.99) | |
| | | | 763,192.22 | 1,605.65 | 733.66 | |
| 912828X88 | US Treasury | 06/09/2022 | 339,956.83 | 1,079.25 | 195.20 | 907.04 |
| | Note | 06/10/2022 | 0.00 | 0.00 | 0.00 | |
| | 2.375% Due 05/15/2027 | 350,000.00 | 0.00 | 1,791.09 | 195.20 | |
| | | | 340,152.03 | 711.84 | 907.04 | |
| 912828Y87 | US Treasury | 01/31/2020 | 301,827.27 | 2,197.01 | 0.00 | 344.32 |
| | Note | 01/31/2020 | 0.00 | 2,625.00 | 98.17 | |
| | 1.75% Due 07/31/2024 | 300,000.00 | 0.00 | 14.50 | (98.17) | |
| | | | 301,729.10 | 442.49 | 344.32 | |
| 912828YG9 | US Treasury | 12/28/2021 | 304,174.04 | 1,245.54 | 0.00 | 320.58 |
| | Note | 12/29/2021 | 0.00 | 0.00 | 94.59 | |
| | 1.625% Due 09/30/2026 | 300,000.00 | 0.00 | 1,660.71 | (94.59) | |
| | | • | 304,079.45 | 415.17 | 320.58 | |

Income Earned

Account #10647



| 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 |
|-----------|-----------------------|------------------------------------|---|--|---|--------------|
| 912828Z52 | US Treasury | 02/17/2022 | 744,932.98 | 4,315.56 | 206.41 | 1,075.59 |
| | Note | 02/18/2022 | 0.00 | 5,156.25 | 0.00 | |
| | 1.375% Due 01/31/2025 | 750,000.00 | 0.00 | 28.49 | 206.41 | |
| | | | 745,139.39 | 869.18 | 1,075.59 | |
| 912828ZD5 | US Treasury | 12/28/2021 | 325,016.81 | 484.81 | 0.00 | 132.01 |
| | Note | 12/29/2021 | 0.00 | 0.00 | 7.14 | |
| | 0.5% Due 03/15/2023 | 325,000.00 | 0.00 | 623.96 | (7.14) | |
| | | | 325,009.67 | 139.15 | 132.01 | |
| 912828ZF0 | US Treasury | 03/25/2021 | 349,386.97 | 447.12 | 23.17 | 172.20 |
| | Note | 03/29/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.5% Due 03/31/2025 | 350,000.00 | 0.00 | 596.15 | 23.17 | |
| | | | 349,410.14 | 149.03 | 172.20 | |
| 912828ZT0 | US Treasury | 02/25/2021 | 361,970.79 | 80.22 | 106.59 | 184.30 |
| | Note | 02/26/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.25% Due 05/31/2025 | 365,000.00 | 0.00 | 157.93 | 106.59 | |
| | | | 362,077.38 | 77.71 | 184.30 | |
| 912828ZU7 | US Treasury | 02/15/2022 | 746,294.61 | 87.57 | 696.17 | 855.85 |
| | Note | 02/16/2022 | 0.00 | 0.00 | 0.00 | |
| | 0.25% Due 06/15/2023 | 750,000.00 | 0.00 | 247.25 | 696.17 | |
| | | | 746,990.78 | 159.68 | 855.85 | |
| 91282CAZ4 | US Treasury | Various | 739,206.36 | 247.25 | 314.48 | 554.02 |
| | Note | Various | 0.00 | 0.00 | 0.00 | |
| | 0.375% Due 11/30/2025 | 750,000.00 | 0.00 | 486.79 | 314.48 | |
| | | | 739,520.84 | 239.54 | 554.02 | |
| 91282CBV2 | US Treasury | Various | 500,060.06 | 401.79 | 5.06 | 155.72 |
| | Note | Various | 0.00 | 0.00 | 9.02 | |
| | 0.375% Due 04/15/2024 | 500,000.00 | 0.00 | 561.47 | (3.96) | |
| | | | 500,056.10 | 159.68 | 155.72 | |
| 91282CCG4 | US Treasury | 06/17/2021 | 398,975.23 | 46.70 | 59.82 | 144.99 |
| | Note | 06/18/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.25% Due 06/15/2024 | 400,000.00 | 0.00 | 131.87 | 59.82 | |
| | | | 399,035.05 | 85.17 | 144.99 | |
| 91282CCT6 | US Treasury | 08/25/2021 | 399,514.06 | 566.58 | 25.44 | 151.79 |
| | Note | 08/26/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.375% Due 08/15/2024 | 400,000.00 | 0.00 | 692.93 | 25.44 | |
| | | • | 399,539.50 | 126.35 | 151.79 | |

Income Earned

Account #10647



| 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 |
|-----------|-------------------------------|------------------------------------|---|--|---|--------------|
| 91282CDH1 | US Treasury | 11/18/2021 | 748,825.55 | 730.32 | 53.23 | 534.93 |
| | Note | 11/19/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.75% Due 11/15/2024 | 750,000.00 | 0.00 748,878.78 | 1,212.02 481.70 | 53.23 534.93 | |
| 91282CEF4 | US Treasury | Various | 738,059.70 | 4,790.53 | 238.80 | 1,835.63 |
| 31202CLF4 | Note | Various | 0.00 | 0.00 | 0.00 | 1,055.05 |
| | 2.5% Due 03/31/2027 | 750,000.00 | 0.00 | 6,387.36 | 238.80 | |
| | 2.3% Due 03/31/2027 | 730,000.00 | 738,298.50 | 1,596.83 | 1,835.63 | |
| 91282CFM8 | US Treasury | 10/26/2022 | 568,477.14 | 6,007.31 | 27.24 | 2,029.68 |
| | Note | 10/27/2022 | 0.00 | 0.00 | 0.00 | |
| | 4.125% Due 09/30/2027 | 570,000.00 | 0.00 | 8,009.75 | 27.24 | |
| | | | 568,504.38 | 2,002.44 | 2,029.68 | |
| 91324PEB4 | United Health Group Inc | 11/24/2021 | 496,525.61 | 351.39 | 215.41 | 444.58 |
| | Callable Note Cont 5/15/2022 | 11/29/2021 | 0.00 | 0.00 | 0.00 | |
| | 0.55% Due 05/15/2024 | 500,000.00 | 0.00 | 580.56 | 215.41 | |
| | | | 496,741.02 | 229.17 | 444.58 | |
| 92290BAA9 | Verizon Owner Trust | 08/04/2020 | 67,399.27 | 9.68 | 1.25 | 26.17 |
| | 2020-B A | 08/12/2020 | 0.00 | 26.40 | 0.00 | |
| | 0.47% Due 02/20/2025 | 57,082.34 | 10,323.62 | 8.20 | 1.25 | |
| | | | 57,076.90 | 24.92 | 26.17 | |
| 92348AAA3 | Verizon Owner Trust | 10/01/2019 | 2,792.70 | 1.66 | 0.06 | 2.94 |
| | 2019-C A1A | 10/08/2019 | 0.00 | 4.51 | 0.00 | |
| | 1.94% Due 04/22/2024 | 42.61 | 2,750.15 | 0.03 | 0.06 | |
| | | | 42.61 | 2.88 | 2.94 | |
| 931142ER0 | Wal-Mart Stores | 09/08/2021 | 39,943.90 | 121.33 | 1.28 | 36.28 |
| | Callable Note Cont 08/17/2026 | 09/17/2021 | 0.00 | 0.00 | 0.00 | |
| | 1.05% Due 09/17/2026 | 40,000.00 | 0.00 | 156.33 | 1.28 | |
| | | | 39,945.18 | 35.00 | 36.28 | |
| 931142EW9 | Wal-Mart Stores | 09/06/2022 | 79,949.82 | 970.67 | 1.59 | 261.59 |
| | Note | 09/09/2022 | 0.00 | 0.00 | 0.00 | |
| | 3.9% Due 09/09/2025 | 80,000.00 | 0.00 | 1,230.67 | 1.59 | |
| | | | 79,951.41 | 260.00 | 261.59 | |
| 931142EX7 | Wal-Mart Stores | 09/27/2022 | 217,974.26 | 2,765.00 | 127.22 | 867.85 |
| | Callable Note Cont 09/09/2027 | 09/29/2022 | 0.00 | 0.00 | 0.00 | |
| | 3.95% Due 09/09/2027 | 225,000.00 | 0.00 | 3,505.63 | 127.22 | |
| | | | 218,101.48 | 740.63 | 867.85 | |

Income Earned

Account #10647



| 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 |
|-------------------|--|-------------------------------------|---|--|---|--------------|
| | | | 31,283,795.38 397,124.12 996,377.09 | 139,759.17 44,429.21 144,765.38 | 5,533.35 10,754.83 (5,221.48) | |
| Total Fixed Incor | ne | 30,679,944.25 | 30,679,320.93 | 49,435.42 | 44,213.94 | 44,213.94 |
| CASH & EQUIVA | LENT | | | | | |
| 31846V203 | First American Govt Obligation Fund Class Y | Various Various 996,224.48 | 351,125.81 937,609.89 292,511.22 996,224.48 | 0.00 1,416.49 0.00 1,416.49 | 0.00 0.00 0.00 1,416.49 | 1,416.49 |
| T-1-1 C1 0 5 | | 005 224 40 | 351,125.81 937,609.89 292,511.22 | 0.00 1,416.49 0.00 | 0.00 0.00 0.00 | 4 445 40 |
| Total Cash & Equ | livaient | 996,224.48 | 996,224.48 | 1,416.49 | 1,416.49 | 1,416.49 |
| LOCAL AGENCY I | NVESTMENT FUND | | | | | |
| 90LAIF\$00 | Local Agency Investment Fund State Pool | Various Various 38,069,322.79 | 37,871,483.44 197,839.35 0.00 38,069,322.79 | 188,324.85 197,839.35 77,925.14 87,439.64 | 0.00 0.00 0.00 87,439.64 | 87,439.64 |
| Total Local Agen | cy Investment Fund | 38,069,322.79 | 37,871,483.44 197,839.35 0.00 38,069,322.79 | 188,324.85 197,839.35 77,925.14 87,439.64 | 0.00 0.00 0.00 87,439.64 | 87,439.64 |

Income Earned

Account #10647



| 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 |
|-----------------|----------------------|------------------------------------|---|--|---|--------------|
| INVESTMENT PO | OOL | | | | | |
| 09CATR\$05 | CalTrust | Various | 6,657,625.99 | 0.00 | 0.00 | 14,341.93 |
| | Medium Term Fund | Various | 14,341.93 | 14,341.93 | 0.00 | |
| | | 663,514.65 | 0.00 | 0.00 | 0.00 | |
| | | | 6,671,967.92 | 14,341.93 | 14,341.93 | |
| | | | 6,657,625.99 | 0.00 | 0.00 | |
| | | | 14,341.93 | 14,341.93 | 0.00 | |
| | | | 0.00 | 0.00 | 0.00 | |
| Total Investmen | nt Pool | 663,514.65 | 6,671,967.92 | 14,341.93 | 14,341.93 | 14,341.93 |
| | | | 76,164,030.62 | 328,084.02 | 5,533.35 | |
| | | | 1,546,915.29 | 258,026.98 | 10,754.83 | |
| | | | 1,288,888.31 | 222,690.52 | (5,221.48) | |
| TOTAL PORTFO | LIO | 70,409,006.17 | 76,416,836.12 | 152,633.48 | 147,412.00 | 147,412.00 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|-----------|--------------|
| 02/06/2023 | 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 |
| 02/06/2023 | Interest | 857477BR3 | 90,000.00 | State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026 | 0.00 | 785.70 | 785.70 |
| 02/09/2023 | Interest | 69371RR40 | 80,000.00 | Paccar Financial Corp Note 0.5% Due 8/9/2024 | 0.00 | 200.00 | 200.00 |
| 02/14/2023 | Interest | 3133ENPG9 | 415,000.00 | FFCB Note 1.75% Due 2/14/2025 | 0.00 | 3,631.25 | 3,631.25 |
| 02/15/2023 | Interest | 912828B66 | 750,000.00 | US Treasury Note 2.75% Due 2/15/2024 | 0.00 | 10,312.50 | 10,312.50 |
| 02/15/2023 | Interest | 91282CCT6 | 400,000.00 | US Treasury Note 0.375% Due 8/15/2024 | 0.00 | 750.00 | 750.00 |
| 02/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 0.00 | 258.50 | 258.50 |
| 02/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 02/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 02/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 0.00 | 38.46 | 38.46 |
| 02/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 02/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,310.58 | 14.60 | 2,325.18 |
| 02/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 0.00 | 30.33 | 30.33 |
| 02/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,663.30 | 26.67 | 6,689.97 |
| 02/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 263.08 | 263.08 |
| 02/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 0.00 | 280.79 | 280.79 |
| 02/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 0.00 | 251.33 | 251.33 |

Cash Flow Report

Account #10647



| 02/15/2022 | | | | Security Description | | | Total Amount |
|------------|----------|-----------|------------|--|-----------|----------|--------------|
| 02/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,297.37 | 8.71 | 1,306.08 |
| 02/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 564.72 | 16.67 | 581.39 |
| 02/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 2,801.10 | 46.04 | 2,847.14 |
| 02/16/2023 | 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 |
| 02/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 02/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,836.43 | 11.85 | 3,848.28 |
| 02/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 02/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.62 | 0.07 | 2.69 |
| 02/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,272.58 | 22.36 | 2,294.94 |
| 02/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,702.58 | 11.68 | 3,714.26 |
| 02/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 0.00 | 62.33 | 62.33 |
| 02/24/2023 | Interest | 3137EAEV7 | 300,000.00 | FHLMC Note 0.25% Due 8/24/2023 | 0.00 | 375.00 | 375.00 |
| 02/25/2023 | Paydown | 3137B4GY6 | 271,035.43 | FHLMC K032 A2 3.31% Due 5/25/2023 | 67,444.59 | 747.61 | 68,192.20 |
| 02/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 0.00 | 802.50 | 802.50 |
| 02/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 0.00 | 77.92 | 77.92 |
| 02/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,018.51 | 12.17 | 4,030.68 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|-----------|--------------|
| 02/28/2023 | Interest | 9128284Z0 | 750,000.00 | US Treasury Note 2.75% Due 8/31/2025 | 0.00 | 10,312.50 | 10,312.50 |
| FEB 2023 | | | | | 94,914.38 | 36,901.55 | 131,815.93 |
| 03/01/2023 | Interest | 46647PAH9 | 500,000.00 | JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025 | 0.00 | 8,050.00 | 8,050.00 |
| 03/07/2023 | Interest | 24422EWB1 | 130,000.00 | John Deere Capital Corp Note 2.125% Due 3/7/2025 | 0.00 | 1,381.25 | 1,381.25 |
| 03/08/2023 | Interest | 3137EAEW5 | 300,000.00 | FHLMC Note 0.25% Due 9/8/2023 | 0.00 | 375.00 | 375.00 |
| 03/08/2023 | Interest | 3130AT3H8 | 700,000.00 | FHLB Note 3.375% Due 3/8/2024 | 0.00 | 12,731.25 | 12,731.25 |
| 03/09/2023 | Interest | 931142EW9 | 80,000.00 | Wal-Mart Stores Note 3.9% Due 9/9/2025 | 0.00 | 1,560.00 | 1,560.00 |
| 03/09/2023 | Interest | 931142EX7 | 225,000.00 | Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027 | 0.00 | 4,443.75 | 4,443.75 |
| 03/10/2023 | Maturity | 3130ADRG9 | 350,000.00 | FHLB Note 2.75% Due 3/10/2023 | 350,000.00 | 4,812.50 | 354,812.50 |
| 03/11/2023 | Interest | 89114QCB2 | 500,000.00 | Toronto Dominion Bank Note 3.25% Due 3/11/2024 | 0.00 | 8,125.00 | 8,125.00 |
| 03/12/2023 | Interest | 3135G0U43 | 350,000.00 | FNMA Note 2.875% Due 9/12/2023 | 0.00 | 5,031.25 | 5,031.25 |
| 03/15/2023 | Interest | 437076CR1 | 110,000.00 | Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025 | 0.00 | 2,151.11 | 2,151.11 |
| 03/15/2023 | Maturity | 912828ZD5 | 325,000.00 | US Treasury Note 0.5% Due 3/15/2023 | 325,000.00 | 812.50 | 325,812.50 |
| 03/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 0.00 | 258.50 | 258.50 |
| 03/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 0.00 | 30.33 | 30.33 |
| 03/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,663.91 | 24.45 | 6,688.36 |
| 03/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|----------|--------------|
| 03/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 0.00 | 280.79 | 280.79 |
| 03/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 03/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,311.33 | 13.91 | 2,325.24 |
| 03/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 2,706.85 | 42.17 | 2,749.02 |
| 03/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,293.11 | 8.33 | 1,301.44 |
| 03/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 0.00 | 251.33 | 251.33 |
| 03/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 03/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 03/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 565.99 | 15.76 | 581.75 |
| 03/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 0.00 | 38.46 | 38.46 |
| 03/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 03/17/2023 | Interest | 931142ER0 | 40,000.00 | Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026 | 0.00 | 210.00 | 210.00 |
| 03/18/2023 | Interest | 808513BN4 | 245,000.00 | Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024 | 0.00 | 918.75 | 918.75 |
| 03/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 03/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,837.62 | 10.66 | 3,848.28 |
| 03/19/2023 | Interest | 459058GQ0 | 225,000.00 | Intl. Bank Recon & Development Note 2.5% Due 3/19/2024 | 0.00 | 2,812.50 | 2,812.50 |
| 03/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.63 | 0.06 | 2.69 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|------------|--------------|
| 03/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,273.47 | 21.47 | 2,294.94 |
| 03/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,703.48 | 10.85 | 3,714.33 |
| 03/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 0.00 | 62.33 | 62.33 |
| 03/23/2023 | Interest | 4581X0DZ8 | 260,000.00 | Inter-American Dev Bank Note 0.5% Due 9/23/2024 | 0.00 | 650.00 | 650.00 |
| 03/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,019.47 | 11.07 | 4,030.54 |
| 03/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 0.00 | 77.92 | 77.92 |
| 03/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 0.00 | 802.50 | 802.50 |
| 03/25/2023 | Paydown | 3137B4GY6 | 271,035.43 | FHLMC K032 A2 3.31% Due 5/25/2023 | 67,653.67 | 561.57 | 68,215.24 |
| 03/31/2023 | Interest | 91282CFM8 | 570,000.00 | US Treasury Note 4.125% Due 9/30/2027 | 0.00 | 11,756.25 | 11,756.25 |
| 03/31/2023 | Interest | 912828W71 | 750,000.00 | US Treasury Note 2.125% Due 3/31/2024 | 0.00 | 7,968.75 | 7,968.75 |
| 03/31/2023 | Interest | 912828YG9 | 300,000.00 | US Treasury Note 1.625% Due 9/30/2026 | 0.00 | 2,437.50 | 2,437.50 |
| 03/31/2023 | Interest | 9128286L9 | 750,000.00 | US Treasury Note 2.25% Due 3/31/2026 | 0.00 | 8,437.50 | 8,437.50 |
| 03/31/2023 | Interest | 912828T26 | 750,000.00 | US Treasury Note 1.375% Due 9/30/2023 | 0.00 | 5,156.25 | 5,156.25 |
| 03/31/2023 | Interest | 912828ZF0 | 350,000.00 | US Treasury Note 0.5% Due 3/31/2025 | 0.00 | 875.00 | 875.00 |
| 03/31/2023 | Interest | 91282CEF4 | 750,000.00 | US Treasury Note 2.5% Due 3/31/2027 | 0.00 | 9,375.00 | 9,375.00 |
| MAR 2023 | | | | | 770,031.53 | 105,464.13 | 875,495.66 |
| 04/15/2023 | Interest | 91282CBV2 | 500,000.00 | US Treasury Note 0.375% Due 4/15/2024 | 0.00 | 937.50 | 937.50 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|----------|--------------|
| 04/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 0.00 | 258.50 | 258.50 |
| 04/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,288.80 | 7.96 | 1,296.76 |
| 04/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 04/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,312.08 | 13.22 | 2,325.30 |
| 04/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 0.00 | 30.33 | 30.33 |
| 04/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 04/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 567.27 | 14.85 | 582.12 |
| 04/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 0.00 | 280.79 | 280.79 |
| 04/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,664.53 | 22.22 | 6,686.75 |
| 04/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 2,612.20 | 38.42 | 2,650.62 |
| 04/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 0.00 | 251.33 | 251.33 |
| 04/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 04/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 04/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 0.00 | 38.46 | 38.46 |
| 04/16/2023 | Interest | 3137EAEY1 | 225,000.00 | FHLMC Note 0.125% Due 10/16/2023 | 0.00 | 140.63 | 140.63 |
| 04/16/2023 | Interest | 45950KCR9 | 160,000.00 | International Finance Corp Note 1.375% Due 10/16/2024 | 0.00 | 1,100.00 | 1,100.00 |
| 04/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|------------|------------------|---|------------------|-----------|--------------|
| 04/17/2023 | Dividend | 90LAIF\$00 | 1,177,577,094.94 | Local Agency Investment Fund State Pool | 0.00 | 77,912.10 | 77,912.10 |
| 04/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,838.80 | 9.48 | 3,848.28 |
| 04/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 04/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.63 | 0.06 | 2.69 |
| 04/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,274.36 | 20.58 | 2,294.94 |
| 04/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 0.00 | 62.33 | 62.33 |
| 04/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,704.37 | 10.02 | 3,714.39 |
| 04/25/2023 | Interest | 06406RBC0 | 280,000.00 | Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025 | 0.00 | 4,690.00 | 4,690.00 |
| 04/25/2023 | Paydown | 3137B4GY6 | 271,035.43 | FHLMC K032 A2 3.31% Due 5/25/2023 | 67,863.40 | 374.96 | 68,238.36 |
| 04/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 0.00 | 77.92 | 77.92 |
| 04/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 0.00 | 802.50 | 802.50 |
| 04/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,020.45 | 9.96 | 4,030.41 |
| APR 2023 | | | | | 95,148.89 | 89,974.68 | 185,123.57 |
| 05/01/2023 | Interest | 78015K7C2 | 500,000.00 | Royal Bank of Canada Note 2.25% Due 11/1/2024 | 0.00 | 5,625.00 | 5,625.00 |
| 05/03/2023 | Maturity | 037833AK6 | 200,000.00 | Apple Inc Note 2.4% Due 5/3/2023 | 200,000.00 | 2,400.00 | 202,400.00 |
| 05/05/2023 | Maturity | 3137EAER6 | 305,000.00 | FHLMC Note 0.375% Due 5/5/2023 | 305,000.00 | 571.88 | 305,571.88 |
| 05/06/2023 | Interest | 3137EAEZ8 | 335,000.00 | FHLMC Note 0.25% Due 11/6/2023 | 0.00 | 418.75 | 418.75 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|----------|--------------|
| 05/07/2023 | Interest | 3135G06G3 | 350,000.00 | FNMA Note 0.5% Due 11/7/2025 | 0.00 | 875.00 | 875.00 |
| 05/08/2023 | Interest | 69371RR57 | 175,000.00 | Paccar Financial Corp Note 0.9% Due 11/8/2024 | 0.00 | 787.50 | 787.50 |
| 05/10/2023 | Interest | 665859AW4 | 450,000.00 | Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027 | 0.00 | 9,000.00 | 9,000.00 |
| 05/12/2023 | Interest | 023135BW5 | 130,000.00 | Amazon.com Inc Note 0.45% Due 5/12/2024 | 0.00 | 292.50 | 292.50 |
| 05/15/2023 | Interest | 912828R36 | 250,000.00 | US Treasury Note 1.625% Due 5/15/2026 | 0.00 | 2,031.25 | 2,031.25 |
| 05/15/2023 | Interest | 912828X88 | 350,000.00 | US Treasury Note 2.375% Due 5/15/2027 | 0.00 | 4,156.25 | 4,156.25 |
| 05/15/2023 | Interest | 91324PEB4 | 500,000.00 | United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024 | 0.00 | 1,375.00 | 1,375.00 |
| 05/15/2023 | Interest | 9128283F5 | 800,000.00 | US Treasury Note 2.25% Due 11/15/2027 | 0.00 | 9,000.00 | 9,000.00 |
| 05/15/2023 | Interest | 912828WJ5 | 750,000.00 | US Treasury Note 2.5% Due 5/15/2024 | 0.00 | 9,375.00 | 9,375.00 |
| 05/15/2023 | Interest | 912828U24 | 625,000.00 | US Treasury Note 2% Due 11/15/2026 | 0.00 | 6,250.00 | 6,250.00 |
| 05/15/2023 | Interest | 91282CDH1 | 750,000.00 | US Treasury Note 0.75% Due 11/15/2024 | 0.00 | 2,812.50 | 2,812.50 |
| 05/15/2023 | Maturity | 912828VB3 | 750,000.00 | US Treasury Note 1.75% Due 5/15/2023 | 750,000.00 | 6,562.50 | 756,562.50 |
| 05/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 2,517.15 | 34.81 | 2,551.96 |
| 05/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,284.45 | 7.58 | 1,292.03 |
| 05/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 05/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 3,040.41 | 30.33 | 3,070.74 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|----------|--------------|
| 05/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 05/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 568.55 | 13.93 | 582.48 |
| 05/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 0.00 | 280.79 | 280.79 |
| 05/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 0.00 | 251.33 | 251.33 |
| 05/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,312.83 | 12.52 | 2,325.35 |
| 05/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 0.00 | 258.50 | 258.50 |
| 05/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 05/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 05/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,665.14 | 20.00 | 6,685.14 |
| 05/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 2,936.23 | 38.46 | 2,974.69 |
| 05/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 05/17/2023 | Interest | 14913R2L0 | 500,000.00 | Caterpillar Financial Service Note 0.45% Due 5/17/2024 | 0.00 | 1,125.00 | 1,125.00 |
| 05/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 05/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,839.98 | 8.30 | 3,848.28 |
| 05/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.63 | 0.06 | 2.69 |
| 05/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,275.25 | 19.69 | 2,294.94 |
| 05/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,705.27 | 9.18 | 3,714.45 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|-----------|--------------|
| 05/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 3,854.18 | 62.33 | 3,916.51 |
| 05/22/2023 | Maturity | 3135G04Q3 | 245,000.00 | FNMA Note 0.25% Due 5/22/2023 | 245,000.00 | 306.25 | 245,306.25 |
| 05/24/2023 | Interest | 459058JM6 | 165,000.00 | Intl. Bank Recon & Development Note 0.25% Due 11/24/2023 | 0.00 | 206.25 | 206.25 |
| 05/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 7,559.39 | 77.92 | 7,637.31 |
| 05/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 0.00 | 802.50 | 802.50 |
| 05/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,021.42 | 8.85 | 4,030.27 |
| 05/25/2023 | Paydown | 3137B4GY6 | 271,035.43 | FHLMC K032 A2 3.31% Due 5/25/2023 | 68,073.77 | 187.77 | 68,261.54 |
| 05/31/2023 | Interest | 912828ZT0 | 365,000.00 | US Treasury Note 0.25% Due 5/31/2025 | 0.00 | 456.25 | 456.25 |
| 05/31/2023 | Interest | 91282CAZ4 | 750,000.00 | US Treasury Note 0.375% Due 11/30/2025 | 0.00 | 1,406.25 | 1,406.25 |
| MAY 2023 | | | | | 1,612,656.65 | 70,028.54 | 1,682,685.19 |
| 06/01/2023 | Interest | 023135CN4 | 395,000.00 | Amazon.com Inc Note 4.6% Due 12/1/2025 | 0.00 | 9,085.00 | 9,085.00 |
| 06/08/2023 | Interest | 3130A0F70 | 350,000.00 | FHLB Note 3.375% Due 12/8/2023 | 0.00 | 5,906.25 | 5,906.25 |
| 06/14/2023 | Interest | 3130A1XJ2 | 155,000.00 | FHLB Note 2.875% Due 6/14/2024 | 0.00 | 2,228.13 | 2,228.13 |
| 06/15/2023 | Interest | 63743HFE7 | 95,000.00 | National Rural Utilities Note 3.45% Due 6/15/2025 | 0.00 | 1,638.75 | 1,638.75 |
| 06/15/2023 | Interest | 91282CCG4 | 400,000.00 | US Treasury Note 0.25% Due 6/15/2024 | 0.00 | 500.00 | 500.00 |
| 06/15/2023 | Maturity | 912828ZU7 | 750,000.00 | US Treasury Note 0.25% Due 6/15/2023 | 750,000.00 | 937.50 | 750,937.50 |
| 06/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 0.00 | 280.79 | 280.79 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|--------|--------------|
| 06/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 06/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,313.58 | 11.83 | 2,325.41 |
| 06/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 3,040.69 | 29.02 | 3,069.71 |
| 06/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,665.75 | 17.78 | 6,683.53 |
| 06/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 06/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 0.00 | 258.50 | 258.50 |
| 06/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 06/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 06/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 2,937.97 | 36.72 | 2,974.69 |
| 06/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 569.83 | 13.02 | 582.85 |
| 06/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 2,421.71 | 31.33 | 2,453.04 |
| 06/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 0.00 | 251.33 | 251.33 |
| 06/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,280.05 | 7.21 | 1,287.26 |
| 06/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 06/18/2023 | Interest | 89236TJH9 | 300,000.00 | Toyota Motor Credit Corp Note 0.5% Due 6/18/2024 | 0.00 | 750.00 | 750.00 |
| 06/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,841.17 | 7.11 | 3,848.28 |
| 06/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|-----------|--------------|
| 06/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.64 | 0.05 | 2.69 |
| 06/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,276.15 | 18.79 | 2,294.94 |
| 06/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,706.16 | 8.35 | 3,714.51 |
| 06/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 3,855.08 | 59.51 | 3,914.59 |
| 06/23/2023 | Call | 90331HNV1 | 250,000.00 | US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023 | 250,000.00 | 3,518.06 | 253,518.06 |
| 06/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 0.00 | 802.50 | 802.50 |
| 06/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 7,592.53 | 70.99 | 7,663.52 |
| 06/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,022.39 | 7.75 | 4,030.14 |
| 06/26/2023 | Maturity | 3137EAES4 | 300,000.00 | FHLMC Note 0.25% Due 6/26/2023 | 300,000.00 | 375.00 | 300,375.00 |
| JUN 2023 | | | | | 1,344,525.70 | 29,721.83 | 1,374,247.53 |
| 07/06/2023 | Interest | 3133ENKS8 | 750,000.00 | FFCB Note 1.125% Due 1/6/2025 | 0.00 | 4,218.76 | 4,218.76 |
| 07/10/2023 | Maturity | 3135G05G4 | 250,000.00 | FNMA Note 0.25% Due 7/10/2023 | 250,000.00 | 312.50 | 250,312.50 |
| 07/15/2023 | Interest | 79466LAG9 | 35,000.00 | Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024 | 0.00 | 109.38 | 109.38 |
| 07/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 2,325.86 | 27.98 | 2,353.84 |
| 07/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,275.62 | 6.83 | 1,282.45 |
| 07/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 0.00 | 251.33 | 251.33 |
| 07/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|----------|--------------|
| 07/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 571.11 | 12.10 | 583.21 |
| 07/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 2,939.71 | 34.98 | 2,974.69 |
| 07/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,314.33 | 11.14 | 2,325.47 |
| 07/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 07/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 07/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 0.00 | 258.50 | 258.50 |
| 07/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 3,040.97 | 27.70 | 3,068.67 |
| 07/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,666.36 | 15.56 | 6,681.92 |
| 07/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 07/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 0.00 | 280.79 | 280.79 |
| 07/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 07/17/2023 | Interest | 61747YET8 | 175,000.00 | Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026 | 0.00 | 4,094.13 | 4,094.13 |
| 07/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,842.35 | 5.93 | 3,848.28 |
| 07/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 07/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.65 | 0.05 | 2.70 |
| 07/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,277.04 | 17.90 | 2,294.94 |
| 07/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,707.06 | 7.51 | 3,714.57 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|-----------|--------------|
| 07/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 3,855.98 | 56.68 | 3,912.66 |
| 07/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 7,625.81 | 64.03 | 7,689.84 |
| 07/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 0.00 | 802.50 | 802.50 |
| 07/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,023.37 | 6.64 | 4,030.01 |
| 07/31/2023 | Interest | 912828Y87 | 300,000.00 | US Treasury Note 1.75% Due 7/31/2024 | 0.00 | 2,625.00 | 2,625.00 |
| 07/31/2023 | Interest | 912828Z52 | 750,000.00 | US Treasury Note 1.375% Due 1/31/2025 | 0.00 | 5,156.25 | 5,156.25 |
| 07/31/2023 | Interest | 912828V80 | 750,000.00 | US Treasury Note 2.25% Due 1/31/2024 | 0.00 | 8,437.50 | 8,437.50 |
| JUL 2023 | | | | | 294,468.22 | 29,712.23 | 324,180.45 |
| 08/06/2023 | 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 |
| 08/06/2023 | Interest | 857477BR3 | 90,000.00 | State Street Bank Callable Note Cont 2/6/2025 1.746% Due 2/6/2026 | 0.00 | 785.70 | 785.70 |
| 08/09/2023 | Interest | 69371RR40 | 80,000.00 | Paccar Financial Corp Note 0.5% Due 8/9/2024 | 0.00 | 200.00 | 200.00 |
| 08/14/2023 | Interest | 3133ENPG9 | 415,000.00 | FFCB Note 1.75% Due 2/14/2025 | 0.00 | 3,631.25 | 3,631.25 |
| 08/15/2023 | Interest | 912828B66 | 750,000.00 | US Treasury Note 2.75% Due 2/15/2024 | 0.00 | 10,312.50 | 10,312.50 |
| 08/15/2023 | Interest | 91282CCT6 | 400,000.00 | US Treasury Note 0.375% Due 8/15/2024 | 0.00 | 750.00 | 750.00 |
| 08/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 0.00 | 251.33 | 251.33 |
| 08/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 08/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|----------|--------------|
| 08/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 2,941.45 | 33.24 | 2,974.69 |
| 08/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,666.97 | 13.34 | 6,680.31 |
| 08/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 2,229.61 | 24.76 | 2,254.37 |
| 08/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 0.00 | 258.50 | 258.50 |
| 08/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,271.13 | 6.46 | 1,277.59 |
| 08/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 08/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,315.09 | 10.44 | 2,325.53 |
| 08/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 3,041.25 | 26.38 | 3,067.63 |
| 08/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 08/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 572.40 | 11.18 | 583.58 |
| 08/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 0.00 | 280.79 | 280.79 |
| 08/16/2023 | Maturity | 06406FAD5 | 200,000.00 | Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023 | 200,000.00 | 2,200.00 | 202,200.00 |
| 08/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 08/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,843.54 | 4.74 | 3,848.28 |
| 08/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 08/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.66 | 0.04 | 2.70 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|-----------|--------------|
| 08/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,277.93 | 17.01 | 2,294.94 |
| 08/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 3,856.88 | 53.85 | 3,910.73 |
| 08/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,707.95 | 6.68 | 3,714.63 |
| 08/24/2023 | Maturity | 3137EAEV7 | 300,000.00 | FHLMC Note 0.25% Due 8/24/2023 | 300,000.00 | 375.00 | 300,375.00 |
| 08/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 7,659.24 | 57.04 | 7,716.28 |
| 08/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 0.00 | 802.50 | 802.50 |
| 08/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,024.33 | 5.54 | 4,029.87 |
| 08/31/2023 | Interest | 9128284Z0 | 750,000.00 | US Treasury Note 2.75% Due 8/31/2025 | 0.00 | 10,312.50 | 10,312.50 |
| AUG 2023 | | | | | 544,410.43 | 36,176.33 | 580,586.76 |
| 09/01/2023 | Interest | 46647PAH9 | 500,000.00 | JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025 | 0.00 | 8,050.00 | 8,050.00 |
| 09/07/2023 | Interest | 24422EWB1 | 130,000.00 | John Deere Capital Corp Note 2.125% Due 3/7/2025 | 0.00 | 1,381.25 | 1,381.25 |
| 09/08/2023 | Interest | 3130AT3H8 | 700,000.00 | FHLB Note 3.375% Due 3/8/2024 | 0.00 | 11,812.50 | 11,812.50 |
| 09/08/2023 | Maturity | 3137EAEW5 | 300,000.00 | FHLMC Note 0.25% Due 9/8/2023 | 300,000.00 | 375.00 | 300,375.00 |
| 09/09/2023 | Interest | 931142EW9 | 80,000.00 | Wal-Mart Stores Note 3.9% Due 9/9/2025 | 0.00 | 1,560.00 | 1,560.00 |
| 09/09/2023 | Interest | 931142EX7 | 225,000.00 | Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027 | 0.00 | 4,443.75 | 4,443.75 |
| 09/11/2023 | Interest | 89114QCB2 | 500,000.00 | Toronto Dominion Bank Note 3.25% Due 3/11/2024 | 0.00 | 8,125.00 | 8,125.00 |
| 09/12/2023 | Maturity | 3135G0U43 | 350,000.00 | FNMA Note 2.875% Due 9/12/2023 | 350,000.00 | 5,031.25 | 355,031.25 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|----------|--------------|
| 09/15/2023 | Interest | 437076CR1 | 110,000.00 | Home Depot Callable Note Cont 8/15/2025 4% Due 9/15/2025 | 0.00 | 2,200.00 | 2,200.00 |
| 09/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 3,041.53 | 25.06 | 3,066.59 |
| 09/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 09/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 573.68 | 10.26 | 583.94 |
| 09/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 0.00 | 280.79 | 280.79 |
| 09/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 09/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 2,132.96 | 21.67 | 2,154.63 |
| 09/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,266.60 | 6.09 | 1,272.69 |
| 09/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 0.00 | 251.33 | 251.33 |
| 09/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,315.84 | 9.75 | 2,325.59 |
| 09/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 09/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 0.00 | 258.50 | 258.50 |
| 09/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 09/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,667.59 | 11.11 | 6,678.70 |
| 09/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 2,943.19 | 31.50 | 2,974.69 |
| 09/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 09/17/2023 | Interest | 931142ER0 | 40,000.00 | Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026 | 0.00 | 210.00 | 210.00 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|----------|--------------|
| 09/18/2023 | Interest | 808513BN4 | 245,000.00 | Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024 | 0.00 | 918.75 | 918.75 |
| 09/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,844.72 | 3.56 | 3,848.28 |
| 09/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 09/19/2023 | Interest | 459058GQ0 | 225,000.00 | Intl. Bank Recon & Development Note 2.5% Due 3/19/2024 | 0.00 | 2,812.50 | 2,812.50 |
| 09/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.66 | 0.04 | 2.70 |
| 09/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,278.82 | 16.12 | 2,294.94 |
| 09/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,708.85 | 5.85 | 3,714.70 |
| 09/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 3,857.78 | 51.02 | 3,908.80 |
| 09/23/2023 | Interest | 4581X0DZ8 | 260,000.00 | Inter-American Dev Bank Note 0.5% Due 9/23/2024 | 0.00 | 650.00 | 650.00 |
| 09/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 0.00 | 802.50 | 802.50 |
| 09/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,025.31 | 4.43 | 4,029.74 |
| 09/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 7,692.81 | 50.02 | 7,742.83 |
| 09/30/2023 | Interest | 912828ZF0 | 350,000.00 | US Treasury Note 0.5% Due 3/31/2025 | 0.00 | 875.00 | 875.00 |
| 09/30/2023 | Interest | 91282CEF4 | 750,000.00 | US Treasury Note 2.5% Due 3/31/2027 | 0.00 | 9,375.00 | 9,375.00 |
| 09/30/2023 | Interest | 912828W71 | 750,000.00 | US Treasury Note 2.125% Due 3/31/2024 | 0.00 | 7,968.75 | 7,968.75 |
| 09/30/2023 | Interest | 912828YG9 | 300,000.00 | US Treasury Note 1.625% Due 9/30/2026 | 0.00 | 2,437.50 | 2,437.50 |
| 09/30/2023 | Interest | 9128286L9 | 750,000.00 | US Treasury Note 2.25% Due 3/31/2026 | 0.00 | 8,437.50 | 8,437.50 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|-----------|--------------|
| 09/30/2023 | Interest | 91282CFM8 | 570,000.00 | US Treasury Note 4.125% Due 9/30/2027 | 0.00 | 11,756.25 | 11,756.25 |
| 09/30/2023 | Maturity | 912828T26 | 750,000.00 | US Treasury Note 1.375% Due 9/30/2023 | 750,000.00 | 5,156.25 | 755,156.25 |
| SEP 2023 | | | | | 1,444,352.34 | 98,286.41 | 1,542,638.75 |
| 10/15/2023 | Interest | 91282CBV2 | 500,000.00 | US Treasury Note 0.375% Due 4/15/2024 | 0.00 | 937.50 | 937.50 |
| 10/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 7,911.71 | 258.50 | 8,170.21 |
| 10/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 10/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 10/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 2,944.93 | 29.76 | 2,974.69 |
| 10/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 10/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,316.59 | 9.05 | 2,325.64 |
| 10/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 3,041.81 | 23.74 | 3,065.55 |
| 10/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,668.20 | 8.89 | 6,677.09 |
| 10/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 10/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 0.00 | 280.79 | 280.79 |
| 10/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 5,337.16 | 251.33 | 5,588.49 |
| 10/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,262.02 | 5.72 | 1,267.74 |
| 10/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 574.97 | 9.34 | 584.31 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|-----------|--------------|
| 10/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 2,035.90 | 18.72 | 2,054.62 |
| 10/16/2023 | Interest | 45950KCR9 | 160,000.00 | International Finance Corp Note 1.375% Due 10/16/2024 | 0.00 | 1,100.00 | 1,100.00 |
| 10/16/2023 | Maturity | 3137EAEY1 | 225,000.00 | FHLMC Note 0.125% Due 10/16/2023 | 225,000.00 | 140.63 | 225,140.63 |
| 10/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 10/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,845.91 | 2.37 | 3,848.28 |
| 10/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 10/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.67 | 0.03 | 2.70 |
| 10/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,279.71 | 15.23 | 2,294.94 |
| 10/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,709.75 | 5.01 | 3,714.76 |
| 10/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 3,858.68 | 48.19 | 3,906.87 |
| 10/25/2023 | Interest | 06406RBC0 | 280,000.00 | Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.35% Due 4/25/2025 | 0.00 | 4,690.00 | 4,690.00 |
| 10/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 7,726.54 | 42.96 | 7,769.50 |
| 10/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,026.28 | 3.32 | 4,029.60 |
| 10/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 31,802.93 | 802.50 | 32,605.43 |
| OCT 2023 | | | | | 314,345.76 | 11,554.14 | 325,899.90 |
| 11/01/2023 | Interest | 78015K7C2 | 500,000.00 | Royal Bank of Canada Note 2.25% Due 11/1/2024 | 0.00 | 5,625.00 | 5,625.00 |
| 11/06/2023 | Maturity | 3137EAEZ8 | 335,000.00 | FHLMC Note 0.25% Due 11/6/2023 | 335,000.00 | 418.75 | 335,418.75 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|----------|--------------|
| 11/07/2023 | Interest | 3135G06G3 | 350,000.00 | FNMA Note 0.5% Due 11/7/2025 | 0.00 | 875.00 | 875.00 |
| 11/08/2023 | Interest | 69371RR57 | 175,000.00 | Paccar Financial Corp Note 0.9% Due 11/8/2024 | 0.00 | 787.50 | 787.50 |
| 11/10/2023 | Interest | 665859AW4 | 450,000.00 | Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027 | 0.00 | 9,000.00 | 9,000.00 |
| 11/12/2023 | Interest | 023135BW5 | 130,000.00 | Amazon.com Inc Note 0.45% Due 5/12/2024 | 0.00 | 292.50 | 292.50 |
| 11/15/2023 | Interest | 912828R36 | 250,000.00 | US Treasury Note 1.625% Due 5/15/2026 | 0.00 | 2,031.25 | 2,031.25 |
| 11/15/2023 | Interest | 9128283F5 | 800,000.00 | US Treasury Note 2.25% Due 11/15/2027 | 0.00 | 9,000.00 | 9,000.00 |
| 11/15/2023 | Interest | 912828U24 | 625,000.00 | US Treasury Note 2% Due 11/15/2026 | 0.00 | 6,250.00 | 6,250.00 |
| 11/15/2023 | Interest | 912828WJ5 | 750,000.00 | US Treasury Note 2.5% Due 5/15/2024 | 0.00 | 9,375.00 | 9,375.00 |
| 11/15/2023 | Interest | 912828X88 | 350,000.00 | US Treasury Note 2.375% Due 5/15/2027 | 0.00 | 4,156.25 | 4,156.25 |
| 11/15/2023 | Interest | 91282CDH1 | 750,000.00 | US Treasury Note 0.75% Due 11/15/2024 | 0.00 | 2,812.50 | 2,812.50 |
| 11/15/2023 | Interest | 91324PEB4 | 500,000.00 | United Health Group Inc Callable Note Cont 5/15/2022 0.55% Due 5/15/2024 | 0.00 | 1,375.00 | 1,375.00 |
| 11/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 5,344.01 | 241.01 | 5,585.02 |
| 11/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,668.80 | 6.67 | 6,675.47 |
| 11/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 1,938.43 | 15.91 | 1,954.34 |
| 11/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,257.39 | 5.35 | 1,262.74 |
| 11/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|--|------------------|----------|--------------|
| 11/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 576.26 | 8.42 | 584.68 |
| 11/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 2,946.67 | 28.02 | 2,974.69 |
| 11/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 11/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 7,946.40 | 246.10 | 8,192.50 |
| 11/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 3,042.08 | 22.43 | 3,064.51 |
| 11/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 11/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 5,367.61 | 280.79 | 5,648.40 |
| 11/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,317.34 | 8.36 | 2,325.70 |
| 11/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 11/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 11/17/2023 | Interest | 14913R2L0 | 500,000.00 | Caterpillar Financial Service Note 0.45% Due 5/17/2024 | 0.00 | 1,125.00 | 1,125.00 |
| 11/18/2023 | Paydown | 43813KAC6 | 38,417.58 | Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024 | 3,847.09 | 1.19 | 3,848.28 |
| 11/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 11/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.67 | 0.03 | 2.70 |
| 11/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,280.61 | 14.33 | 2,294.94 |
| 11/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,710.64 | 4.18 | 3,714.82 |
| 11/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 3,859.57 | 45.37 | 3,904.94 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|-----------|--------------|
| 11/24/2023 | Maturity | 459058JM6 | 165,000.00 | Intl. Bank Recon & Development Note 0.25% Due 11/24/2023 | 165,000.00 | 206.25 | 165,206.25 |
| 11/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 7,760.40 | 35.88 | 7,796.28 |
| 11/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 30,072.54 | 717.43 | 30,789.97 |
| 11/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,027.25 | 2.22 | 4,029.47 |
| 11/30/2023 | Interest | 91282CAZ4 | 750,000.00 | US Treasury Note 0.375% Due 11/30/2025 | 0.00 | 1,406.25 | 1,406.25 |
| 11/30/2023 | Interest | 912828ZT0 | 365,000.00 | US Treasury Note 0.25% Due 5/31/2025 | 0.00 | 456.25 | 456.25 |
| NOV 2023 | | | | | 592,965.76 | 59,746.75 | 652,712.51 |
| 12/01/2023 | Interest | 023135CN4 | 395,000.00 | Amazon.com Inc Note 4.6% Due 12/1/2025 | 0.00 | 9,085.00 | 9,085.00 |
| 12/06/2023 | Call | 594918BX1 | 200,000.00 | Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024 | 200,000.00 | 1,916.67 | 201,916.67 |
| 12/08/2023 | Maturity | 3130A0F70 | 350,000.00 | FHLB Note 3.375% Due 12/8/2023 | 350,000.00 | 5,906.25 | 355,906.25 |
| 12/14/2023 | Interest | 3130A1XJ2 | 155,000.00 | FHLB Note 2.875% Due 6/14/2024 | 0.00 | 2,228.13 | 2,228.13 |
| 12/15/2023 | Interest | 63743HFE7 | 95,000.00 | National Rural Utilities Note 3.45% Due 6/15/2025 | 0.00 | 1,638.75 | 1,638.75 |
| 12/15/2023 | Interest | 91282CCG4 | 400,000.00 | US Treasury Note 0.25% Due 6/15/2024 | 0.00 | 500.00 | 500.00 |
| 12/15/2023 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 1,840.56 | 13.23 | 1,853.79 |
| 12/15/2023 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 5,350.86 | 230.68 | 5,581.54 |
| 12/15/2023 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 12/15/2023 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|--------|--------------|
| 12/15/2023 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,669.41 | 4.45 | 6,673.86 |
| 12/15/2023 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 2,948.41 | 26.28 | 2,974.69 |
| 12/15/2023 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 12/15/2023 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,318.10 | 7.66 | 2,325.76 |
| 12/15/2023 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 3,042.36 | 21.11 | 3,063.47 |
| 12/15/2023 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 12/15/2023 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 577.56 | 7.49 | 585.05 |
| 12/15/2023 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 5,378.32 | 267.69 | 5,646.01 |
| 12/15/2023 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 7,981.22 | 233.66 | 8,214.88 |
| 12/15/2023 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,252.72 | 4.98 | 1,257.70 |
| 12/16/2023 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 12/18/2023 | Interest | 89236TJH9 | 300,000.00 | Toyota Motor Credit Corp Note 0.5% Due 6/18/2024 | 0.00 | 750.00 | 750.00 |
| 12/18/2023 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 12/20/2023 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.67 | 0.03 | 2.70 |
| 12/20/2023 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,281.50 | 13.44 | 2,294.94 |
| 12/21/2023 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 3,860.48 | 42.53 | 3,903.01 |
| 12/21/2023 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,711.54 | 3.34 | 3,714.88 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|-----------|--------------|
| 12/25/2023 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 28,338.81 | 636.98 | 28,975.79 |
| 12/25/2023 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 7,794.42 | 28.77 | 7,823.19 |
| 12/25/2023 | Paydown | 09690AAC7 | 44,257.02 | BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024 | 4,028.23 | 1.11 | 4,029.34 |
| DEC 2023 | | | | | 637,377.17 | 26,438.79 | 663,815.96 |
| 01/06/2024 | Interest | 3133ENKS8 | 750,000.00 | FFCB Note 1.125% Due 1/6/2025 | 0.00 | 4,218.76 | 4,218.76 |
| 01/15/2024 | Interest | 79466LAG9 | 35,000.00 | Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024 | 0.00 | 109.38 | 109.38 |
| 01/15/2024 | Paydown | 89232HAC9 | 33,282.65 | Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024 | 1,742.28 | 10.68 | 1,752.96 |
| 01/15/2024 | Paydown | 89236XAC0 | 29,867.01 | Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025 | 1,247.99 | 4.62 | 1,252.61 |
| 01/15/2024 | Paydown | 58769KAD6 | 80,000.00 | Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024 | 6,670.03 | 2.22 | 6,672.25 |
| 01/15/2024 | Paydown | 47787JAC2 | 130,000.00 | John Deere Owner Trust 2022-A A3 2.32% Due 9/16/2026 | 5,357.73 | 220.34 | 5,578.07 |
| 01/15/2024 | Paydown | 47788UAC6 | 48,680.13 | John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025 | 2,318.85 | 6.97 | 2,325.82 |
| 01/15/2024 | Paydown | 47800AAC4 | 135,000.00 | John Deere Owner Trust 2022-B A3 3.74% Due 2/16/2027 | 0.00 | 420.75 | 420.75 |
| 01/15/2024 | Paydown | 47800BAC2 | 220,000.00 | John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027 | 0.00 | 933.17 | 933.17 |
| 01/15/2024 | Paydown | 89238JAC9 | 65,000.00 | Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026 | 2,950.16 | 24.53 | 2,974.69 |
| 01/15/2024 | Paydown | 02582JJT8 | 185,000.00 | American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027 | 0.00 | 522.63 | 522.63 |
| 01/15/2024 | Paydown | 65479JAD5 | 10,361.82 | Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024 | 578.86 | 6.56 | 585.42 |
| 01/15/2024 | Paydown | 43815BAC4 | 165,000.00 | Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026 | 8,016.21 | 221.15 | 8,237.36 |

Cash Flow Report

Account #10647



| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|------------------|-----------|------------|---|------------------|------------|--------------|
| 01/15/2024 | Paydown | 47789QAC4 | 70,000.00 | John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026 | 3,042.64 | 19.79 | 3,062.43 |
| 01/15/2024 | Paydown | 58770AAC7 | 105,000.00 | Mercedes-Benz Auto Receivable 2023-1 A3 4.51% Due 11/15/2027 | 0.00 | 394.63 | 394.63 |
| 01/15/2024 | Paydown | 89238FAD5 | 115,000.00 | Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026 | 5,389.07 | 254.55 | 5,643.62 |
| 01/16/2024 | Paydown | 36265WAD5 | 90,000.00 | GM Financial Securitized Auto 2022-3 A3 3.64% Due 4/16/2027 | 0.00 | 273.00 | 273.00 |
| 01/17/2024 | Interest | 61747YET8 | 175,000.00 | Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026 | 0.00 | 4,094.13 | 4,094.13 |
| 01/18/2024 | Paydown | 43815PAC3 | 105,000.00 | Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026 | 0.00 | 326.38 | 326.38 |
| 01/20/2024 | Paydown | 92290BAA9 | 57,082.34 | Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025 | 2,282.39 | 12.55 | 2,294.94 |
| 01/20/2024 | Paydown | 92348AAA3 | 42.61 | Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024 | 2.69 | 0.02 | 2.71 |
| 01/21/2024 | Paydown | 43813GAC5 | 51,917.66 | Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025 | 3,712.43 | 2.51 | 3,714.94 |
| 01/21/2024 | Paydown | 43815GAC3 | 85,000.00 | Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026 | 3,861.38 | 39.70 | 3,901.08 |
| 01/25/2024 | Paydown | 05602RAD3 | 300,000.00 | BMW Vehicle Owner Trust 2022-A A3 3.21% Due 8/25/2026 | 26,601.73 | 561.18 | 27,162.91 |
| 01/25/2024 | Paydown | 05601XAC3 | 85,000.00 | BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025 | 7,828.59 | 21.62 | 7,850.21 |
| 01/31/2024 | Interest | 912828Y87 | 300,000.00 | US Treasury Note 1.75% Due 7/31/2024 | 0.00 | 2,625.00 | 2,625.00 |
| 01/31/2024 | Interest | 912828Z52 | 750,000.00 | US Treasury Note 1.375% Due 1/31/2025 | 0.00 | 5,156.25 | 5,156.25 |
| 01/31/2024 | Maturity | 912828V80 | 750,000.00 | US Treasury Note 2.25% Due 1/31/2024 | 750,000.00 | 8,437.50 | 758,437.50 |
| JAN 2024 | | | | | 831,603.03 | 28,920.57 | 860,523.60 |
| TOTAL | | | | | 8,576,799.86 | 622,925.95 | 9,199,725.81 |

Important Disclosures



Account #10647

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

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.

Source ice Data Indices, LLC ("ICE"), used with permission. ICE PERMITS USE OF THE ICE INDICES AND RELATED DATA ON AN "AS IS" BASIS; ICE, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS GUARANTEE THE QUALITY, ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND LICENSEE'S USE IS AT LICENSEE'S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY DO NOT SPONSOR, ENDORSE, OR RECOMMEND CHANDLER, OR ANY OF ITS PRODUCTS OR SERVICES.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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.



TO: THE HONORABLE MAYOR AND CITY COUNCIL

SUBJECT: PERSONNEL REPORT

- 1. Report the Appointment of the following individuals:
 - a. **GUSTAVO FLORES** to the position of Equipment Utility Worker I, Schedule 33 (\$3,627 \$4,628/month) with the Transportation Department effective February 19, 2023.
 - b. *RICARDO SANCHEZ* to the position of Equipment Utility Worker I, Schedule 33 (\$3,627 \$4,628/month) with the Transportation Department effective February 20, 2023.
- 2. Report the Separation of the following individuals:
 - a. EMILY CANIZALEZ RODRIGUEZ, Community Center Coordinator, with the Recreation & Human Services Department, effective February 25, 2023. Ms. Canizalez Rodriguez provided seven (7) months of full-time service to the City.
 - b. **JEANEESE GILLIS**, Police Service Officer, with the Police Department, effective March 2, 2023.Ms. Gillis provided five (5) months of service to the City.
- 3. Report the leave under the Family Medical Leave Act/California Family Rights Act (FMLA/CFRA) of the following employees:
 - a. Park Maintenance Worker I, **CHRISTOPHER PHILLIPS**, of the Public Works Department, effective February 13, 2023.
 - b. Park Maintenance Lead, *GABRIEL GONZALEZ*, of the Public Works Department, effective February 22, 2023.
 - c. Administrative Analyst II, *KIMBERLY NOLAN*, of the Public Works Department, effective March 2, 2023.
- 4. Report the Recruitment for the Open/Competitive position of Equipment Utility Worker I (Transportation Department). This recruitment closed on February 27, 2023.
- 5. Report the Recruitment for the Open/Competitive position of Geriatric Aide (Recreation & Human Services Department). This recruitment is open until filled.
- 6. Report the Recruitment for the Open/Competitive position of Human Services Aide (Recreation & Human Services Department). This recruitment is open until filled.
- 7. Report the Recruitment for the Open/Competitive position of Payroll/Personnel Technician (Administrative Services Department). This recruitment is open until filled.
- 8. Report the Recruitment for the Open/Competitive position of Police Assistant (Police Department). This is a continuous recruitment.
- 9. Report the Recruitment for the Open/Competitive position of Police Officer/Lateral (Police Department). This is a continuous recruitment.

- 10. Report the Recruitment for the Open/Competitive position of Police Trainee (Police Department). This is a continuous recruitment.
- 11. Report the Recruitment for the Open/Competitive position of Public Information Officer (Elected and City Manager's Offices). This recruitment is open until filled.
- 12. Report the Recruitment for the Open/Competitive position of Recreation Leader I/II (Recreation & Human Services Department). This is a continuous recruitment.
- 13. Report the Recruitment for the Open/Competitive position of Relief Bus Operator Trainee (Transportation Department). This is a continuous recruitment.
- 14. Report the Recruitment for the Open/Competitive position of Right of Way Maintenance Worker (Public Works Department). This recruitment is scheduled to close March 23, 2023.
- 15. Report the Recruitment for the Open/Competitive position of Risk Management Analyst (Administrative Services Department). This recruitment is open until filled.
- 16. Report the Recruitment for the Open/Competitive position of Senior Account Clerk (Administrative Services Department). This recruitment is open until filled.
- 17. Report the Recruitment for the Open/Competitive position of Transit Mechanic (Transportation Department). This recruitment is open until filled.

Agenda Item No. 8.G Section: CONSENT CALENDAR Meeting Date: March 14, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Acceptance and Notice of Completion for the Pedestrian Safety Improvements FY 2022-2023 - Sidewalk Trip Hazard Removal Phase, JN 513 (a.k.a. On-call services for Concrete Remediation)

CONTACT: PUBLIC WORKS

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council accept the work and order the recordation of the Notice of Completion for the Pedestrian Safety Improvements FY 2022-2023 - Sidewalk Trip Hazard Removal Phase, JN 513 (a.k.a. On-call services for Concrete Remediation).

The project removed 1,143 sidewalk trip hazard locations within Zone 1 (N/W portion of Gardena). This work consisted of cutting approximately 5866 L.F. of lifted sidewalk. Trip hazards consist of vertical faces that present the opportunity for the unaware or impaired person to catch their toe. The trip faces removed were between 1/2" and 2 ½" and feathered back at ADA standards to create a safe walkway. Additionally, this project also reduced the need for removal and replacement of sidewalk which is significantly more costly.

FINANCIAL IMPACT/COST:

Fiscal Year 2022-2023-Budgeted Expenditure: \$141,561.70 (Construction)

Funding Source: Measure R

ATTACHMENTS:

NOC_Concrete Remediation_JN 513.doc

APPROVED:

Clint Osorio, City Manager

Cleurom .

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk City of Gardena 1700 W. 162nd Street Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

- 1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
- That on the 13th day of September 2022, the City Council of said City entered into contract with Precession Concrete Cutting whose address is 13089 Peyton Drive, #C235 Chino Hills, CA 91709 for the improvement titled Pedestrian Safety Improvements FY 2022-2023 Sidewalk Trip Hazard Removal Phase, JN 513 (a.k.a. On-call services for Concrete Remediation) in accordance with City of Gardena Plans and Specifications.
- 3. That all of the work and improvement was located at <u>Zone 1 (N/W portion of Gardena)</u> in said City. The owner of the location is the City of Gardena.
- 4. That all of the work and improvement contemplated in and under said contract was substantially completed on February 23rd, 2023.
- 5. That the City Council formally accepted this work and improvement on March 14, 2023.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled Pedestrian Safety Improvements FY 2022-2023 - Sidewalk Trip Hazard Removal Phase, JN 513 (a.k.a. Oncall services for Concrete Remediation) in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

Jose Espinoza

| IN WIT | TNESS THEREC | F, I have hereunto subscrit | ed my name as the duly au | thorized representative of s | aid City |
|--------|--------------|-----------------------------|---------------------------|------------------------------|----------|
| this | day of | <u>2023</u> . | | | |
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Agenda Item No. 8.H Section: CONSENT CALENDAR Meeting Date: March 14, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Acceptance and Notice of Completion for the 170th St. Street Improvement

Project from Normandie Avenue to Vermont Avenue, JN 944

CONTACT: PUBLIC WORKS

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council accept the work performed by Sequel Contractors, Inc. and order the recordation of the Notice of Completion for the 170th St. Street Improvement Project from Normandie Avenue to Vermont Avenue Project, JN 944.

This project overlaid approximately 94,000 square feet of asphalt pavement and 4,200 square feet of concrete pavement on 170th Street. A battery backup system were installed on the traffic signal at the intersection of Normandie and 170th Street. The existing pedestrian push buttons were also upgraded to the Audible Pedestrian Signals (APS) with touchless system. We also constructed 25 concrete curb ramps, removed and replanted 21 trees. Sufficient funds to complete this project were adopted in the fiscal years 2020-2021 and 2022-2023 budget by the City Council.

All work performed by Contractor has a 1-Year Workmanship Warranty including 1 year maintenance of all trees planted.

FINANCIAL IMPACT/COST:

Amount of Expense: \$824,586 (Construction & Construction Administration)

Source of Funds: Federal STPL and Prop C

ATTACHMENTS:

JN 944_170th Street Improvement NOC.pdf

APPROVED:

Clint Osorio, City Manager

Cleurom .

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk City of Gardena 1700 W. 162nd Street Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

- 1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162 Street, Gardena, California 90247.
- 2. That on the 9th day of September 2022, the City Council of said City entered into contract with Sequel Contractor's Inc. whose address is 13546 Imperial Hwy., Santa Fe Springs, CA 90670 for the improvement titled 170th St. Street Improvement Project, JN 944 from Normandie Ave. to Vermont Ave. in accordance with City of Gardena Plans and Specifications.
- 3. That all of the work and improvement was located at <u>170th Street from Normandie Ave. to Vermont Ave.</u> in said City. The owner of the location is the City of Gardena.
- 4. That all of the work and improvement contemplated in and under said contract was substantially completed on March 3, 2023.
- 5. That the City Council formally accepted this work and improvement on March 14, 2023.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled 170th Street Improvement Project, JN 944 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

| NESS THEREOF, I h _ day of | cribed my name as | the duly authorized rep | oresentative of said City |
|-------------------------------|-------------------|-------------------------|---------------------------|
| | | City of Gardena | |
| | | William Mendoza | |



PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Regular PEQC Meeting Notice and Agenda

Website: www.cityofgardena.org

Tuesday, March 7, 2023 – 7:00 PM

1700 W. 162nd Street, Gardena, California

REPORT OF ACTIONS

4. PUBLIC HEARING ITEMS

5.A CONDITIONAL USE PERMIT #7-21 AND SITE PLAN REVIEW #9-21 ENVIRONMENTAL ASSESSMENT #18-21

Continuation to the March 721, 2023, Planning Commission Meeting. Project

Location: 1600 W. 135th Street, Gardena

Applicant: Gardena Owner LP Continuation Memo3.07.2023.pdf

<u>Commission Action</u>: The Planning Commission motioned to continue the public hearing of Conditional Use Permit #7-21, Site Plan Review #9-21, and Environmental Assessment #18-21 to the next Planning and Environmental Quality Commission meeting on March 21, 2023, as requested by the applicant.

5.B CONDITIONAL USE PERMIT #3-22 AND SITE PLAN REVIEW #5-22

The Planning Commission reviewed a Resolution of Denial for the use of an indoor firearm shooting range located on a 0.46-acre site for the following entitlements:

- Conditional Use Permit (CUP #3-22), per section 18.46.030.C.9 of the Gardena Municipal Code (GMC), for the operation of an indoor firearm shooting range facility located at the Industrial (M-1) zone; and
- Site Plan Review (SPR #5-22), required for any development project for which a Conditional Use Permit is being sought; and
- Determination that the project is exempt from CEQA pursuant to the existing facilities exemption, CEQA Section 15301.

APPLICANT: Edmund Tan

LOCATION: 1435 West 130th Street (APN: 6102-003-020)

Staff Report 03.07.2023.pdf Resolution No. PC 3-23.pdf

<u>Commission Action</u>: The Planning Commission approved Resolution No. PC 3-23, by a vote of 4-0-0, denying Conditional Use Permit #3-22.

To view the complete Planning Commission packet CLICK HERE.

Agenda Item No. 14.A Section: DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES Meeting Date: March 14, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Renewal of the General Services Agreement (GSA) with the County of Los Angeles for a Five-Year Period, July 1, 2023 through June 30, 2028

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Agreement

RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena's General Services Agreement (GSA) with the County of Los Angeles expires on June 30, 2023. In order to ensure continuation of the services that the City of Gardena currently receives, the County of Los Angeles would like to work with the City of Gardena to renew the existing agreement for a five-year period.

The GSA is general in nature and simply authorizes the County of Los Angeles to provide services requested by the City of Gardena. The City of Gardena can request services on an as-needed basis; the services included are predatory animal control, prosecution of City ordinances, direct assessment collection, and a variety of public works activities.

The GSA specifies the method by which services are requested and paid for, and provides the annual adjustment of rates as well. The agreement itself has no financial impact since services are requested and charged on an as-needed, time-limited basis.

Staff respectfully recommends that the City Council renew the current General Services Agreement with the County of Los Angeles for an additional five-year term from July 1, 2023 through June 30, 2028.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

general services agreement Gardena 2023.pdf

APPROVED:

Clint Osorio, City Manager

Cleurom .

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2023, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Gardena, hereinafter referred to as the "City."

RECITALS:

- (a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.
- (b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
- (c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.
- 2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

- 4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.
- 5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.
- 6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

- 9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.
 - 10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

- 11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.
- 12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness.

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

- 14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2028, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.
- 15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2028, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2028, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

| Executed this | day of | 2023. |
|--|--------|-----------------------------------|
| | | The City of Gardena, |
| | | |
| | | By Mayor |
| ATTEST: | | |
| City Clerk | | THE COUNTY OF LOS ANGELES |
| Ву | | By Chair, Board of Supervisors |
| ATTEST: | | |
| CELIA ZAVALA Executive Officer/Clerk of the Board of Supervisors | | |
| By Deputy | | |
| 13 | | |
| APPROVED AS TO FORM: | | |
| DAWYN R. HARRISON | | APPROVED AS TO FORM |
| Interim County Counsel | | CARMEN VASQUEZ CITY ATTORNEY |
| By | | |
| Senior Deputy | | |



Agenda Item No. 15.A Section: DEPARTMENTAL ITEMS - POLICE

Meeting Date: March 14, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Authorization of Ammunition Purchases from Dooley Enterprises, Inc. Not to Exceed \$60,000 for Fiscal Year 2022-23

COUNCIL ACTION REQUIRED:

Staff Recommendation: Authorize ammunition purchases.

RECOMMENDATION AND STAFF SUMMARY:

Gardena Police Department (GPD) utilizes ammunition in both training and critical incidents. The Gardena Police Department has had an increase in the amount of ammunition used this year due to the hiring of police officers and replacement of SWAT operators. All sworn members of GPD train monthly on the use of firearms and with the increase in sworn officers, it has therefore increased our use of ammunition. For example, each academy recruit will shoot roughly between 2500 and 4000 rounds of ammunition to pass the firearms portion of the training. Although on the high end, the police academy suggested that it could be up to 5000 rounds per recruit.

GPD cannot concretely state the amount of ammunition needed each year, and therefore uses historical trends and hiring projections to estimate ammunition needs each year. GPD's previous years' budget of \$30,000 has been sufficient, but training needs for new officers and SWAT operators this year resulted in GPD exceeding previous years' use. Therefore, GPD needs to ratify its budget relative to ammunition. Purchasing will continue to be based on use and subject to ammunition pricing at the time of purchase.

Gardena Police Department purchases ammunition from Dooley Enterprises, Inc. for the following ammunition:

- 9mm 115 gr, Full Metal Jacket
- 45 Auto 230 gr. Full Metal Jacket
- 5.56mm 55gr, Full Metal Jacket
- 9mm 147gr, Ranger T-Series JHP

- 45 Auto 230gr, Ranger T-Series JHP
- 223 55gr Ranger Pointed Soft Point
- 12ga. 9 Pellets 00 Buck, Low Recoil
- 12 ga, 1oz. Slug, Low Recoil
- Winchester S308M

Dooley Enterprises, Inc. is the authorized, sole course, law enforcement distributor for Winchester ammunition in the state of California. Gardena Police Department utilizes Winchester ammunition due to its reliable availability and because it is consistent from batch to batch, making it the most effective for training. It also has threat stopping performance, making it trusted amongst law enforcement agencies across America. The bullet's patented, segment engineered design enhances expansion, penetration and weight retention through a variety of intervening barriers. Winchester ammunition is the only Department-approved ammunition, per GPD Policy 306.3.7.

Gardena Police Department therefore requests authorization to purchase its ammunition from Dooley Enterprises, Inc. for the 2022-23 fiscal year in the amount not to exceed \$60,000.

FINANCIAL IMPACT/COST:

Fiscal Year 2022-2023 General Fund Budgeted Expenditure not to exceed \$60,000.

ATTACHMENTS:

Dooley - Sole Source Letter from Winchester Dooley Pricing March 6, 2023

Oleunoms.

APPROVED:

Clint Osorio, City Manager



January 5, 2023

To Whom It May Concern:

Dooley Enterprises (Anaheim, CA) is the authorized, sole source, law enforcement distributor for Winchester Ammunition in the state of California.

Sincerely,

George Brennan National LE Sales Manager

Winchester LE

QUOTE #: 021446

Price Quote

QUOTE **03/06/2023**

TERMS: Net 30

Cust. ID #: 000363

Ship To: Type: FET OUT - Agency County: LOS ANGELES

JASON HOOKER

1718 W. 162ND STREET

GARDENA POLICE DEPT.

GARDENA CA 90247

PHONE: (310) 217-6126 FAX: (310) 217-9638

dooley enterprises, inc. DISTRIBUTOR 1198 N. Grove St., Suite A Anaheim, CA 92806 WINCHESTER . 714.630.6436 Fax: 714.630.3910 www.dooleyenterprises.com E-mail: ammo@dooleyenterprises.com

Here are the requested prices:

PRICES PER THOUSAND ROUNDS

| QUANTITY | SYMBOL | DESCRIPTION | PRICE | EXTENSION |
|----------|----------|---|----------|------------|
| | | | \$0.00 | \$0.00 |
| 5.000 | Q3131K | 5.56mm 55gr. Full Metal Jacket | \$459.00 | \$2,295.00 |
| 1.000 | RA223RY | 223 55gr Ranger Pointed Soft Point **** | \$767.00 | \$767.00 |
| 1.500 | RA12005 | 12ga. 9 Pellets 00 Buck, Low Recoil (5rds/bx) | \$768.00 | \$1,152.00 |
| 0.500 | RA12RS15 | 12ga. 1oz. Slug, Low Recoil **** | \$760.00 | \$380.00 |
| | | BACKORDER **** | \$0.00 | \$0.00 |

| NOTES: | SUBTOTAL: | \$4,594.00 |
|---|-------------------------------------|---------------|
| Elizabeth, | TAX 7.750% TAX*: | \$356.04 |
| See above for your quote, and let me know if you have any questions. At this time (which can | SHIPPING: | \$0.00 |
| change quickly) the ammo quoted for Will Call is currently available for pickup after order finalization. | TOTAL: | \$4,950.04 |
| Barbara | | |
| To proceed with the order as quoted, please confir | m the details above, and sign & cor | mplete below: |
| Quote is for official department use only | Vill Call Pickup Date | |
| PO# (if appl.) Author | rization Signature | |
| Date Na | me & Title | |

QUOTE #: 021450

Price Quote

QUOTE 03/06/2023

TERMS: Net 30

Cust. ID #: 000363

Type: FET OUT - Agency

County: LOS ANGELES

Ship To: GARDENA POLICE DEPT.

JASON HOOKER

1718 W. 162ND STREET

GARDENA CA 90247

PHONE: (310) 217-6126 FAX: (310) 217-9638

DISTRIBUTOR 1198 N. Grove St., Suite A Anaheim, CA 92806 714.630.6436 Fax: 714.630.3910 www.dooleyenterprises.com E-mail: ammo@dooleyenterprises.com

Here are the requested prices:

PRICES PER THOUSAND ROUNDS

| QUANTITY | SYMBOL | DESCRIPTION | PRICE | EXTENSION |
|----------|--------|--|------------|-----------|
| | | | \$0.00 | \$0.00 |
| | Q4172 | 9mm 115gr. Full Metal Jacket | \$266.00 | \$0.00 |
| | Q4170 | 45 Auto 230gr. Full Metal Jacket | \$386.00 | \$0.00 |
| | RA9T | 9mm 147gr. Ranger T-Series JHP | \$374.00 | \$0.00 |
| | RA45T | 45 Auto 230gr. Ranger T-Series JHP **** | \$486.00 | \$0.00 |
| | S308M | 308 Win 168 gr. Match Boattail Hollow Point (BTHP) | \$1,295.00 | \$0.00 |
| | İ | Backorder **** | \$0.00 | \$0.00 |

| NOTES: | SU | BTOTAL: | \$0.00 |
|---|---------------------|----------|--------|
| Elizabeth, | TAX RATE: 7.750% | TAX*: | \$0.00 |
| See above for the prices requested 'per thousand rounds', and let me know if you have | SI | HIPPING: | \$0.00 |
| any questions. After you get me the quantities requested for each, then I'll work up a final quote with tax & shipping. | T | OTAL: | \$0.00 |
| Barbara | | | |

To proceed with the order as quoted, please confirm the details above, and sign & complete below:

| Quote is for official department use only | Will Call Pickup Date |
|---|-------------------------|
| PO# (if appl.) <i>A</i> | Authorization Signature |
| Date | Name & Title |

Agenda Item No. 16.A Section: DEPARTMENTAL ITEMS - PUBLIC WORKS Meeting Date: March 14, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Authorize the Director of Public Works to Enter into Exchange Agreement and Assignment of Federal Surface Transportation Program-Local (STP-L) and Highway Infrastructure Program (HIP) Funds with Los Angeles County Metropolitan Transportation Authority (LACMETRO), in a form approved by the City Attorney

COUNCIL ACTION REQUIRED:

Staff Recommendation:

Authorize Funding Exchange

RECOMMENDATION AND STAFF SUMMARY:

The budget for the Federal Surface Transportation Program-Local (STP-L) is \$846,583 and the Highway Infrastructure Programs (HIP) is \$284,534, totaling to an amount of \$1,131,117. The City desires to exchange these federal funds to LA County Metropolitan Transportation Authority (LA County METRO) funds at a two-percent (2%) processing and administrative fee.

These federal funds are currently programmed for the Fiscal Year 2022-2023, Vermont Avenue Street Improvement Project between Artesia Boulevard and Gardena Boulevard, JN 959. Exchanging the funds to local transportation funds, Prop C, is anticipated to save as much as 30% in project design and 10% in construction. Utilizing the exchanged local transportation funds will eliminate additional project review process by Caltrans and Federal Highway Administration (FHWA) and their rigorous requirements. Additionally, the exchanged fund usage is much more flexible, and the City will receive it upfront.

Staff respectfully recommends that City Council authorize the Director of Public Works to enter into the exchange agreement and assignment of Federal Surface Transportation Program-Local (ST-L) and Highway Infrastructure Program (HIP) funds with LA County Metro, in a form approved by the City Attorney.

FINANCIAL IMPACT/COST:

CIP Program Budget: We will reclassify these funds originally budgeted in the amount of \$1,131,117 under STP-L and HIP Funds to \$1,108,495 in Prop C Funds. The difference is a Two-percent (2%) processing fee, in the amount of \$22,622 charged by Metro.

ATTACHMENTS:

GARDENA_HIP STPL Exchange Agrmt_Feb 2023.pdf

Cleuroms.

APPROVED:

Clint Osorio, City Manager

EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL AND HIGHWAY INFRASTRUCTURE PROGRAMS FUNDS

This Exchange Agreement and Assignment of Federal Surface Transportation Program-Local and Highway Infrastructure Programs Funds ("AGREEMENT"), is made and entered into as of July 1, 2022, by and between the City of Gardena ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

CITY is eligible for and has available Federal Surface Transportation Program-Local ("STP-L Funds") and Highway Infrastructure Programs funds ("HIP Funds").

- A. CITY desires to exchange \$846,583 of CITY's STP-L Funds ("STP-L Funds Balance") and its total allocation of \$284,534 of CITY's HIP Funds ("HIP Funds Balance") that LACMTA approved on April 22, 2021 for a like total amount of \$1,131,117 of LACMTA Local Transportation Funds ("LACMTA Funds").
- B. LACMTA is willing to exchange \$1,131,117 in LACMTA Funds for a like total amount of CITY's STP-L Funds and CITY's HIP Funds subject to the terms and conditions contained herein.
- C. An exchange of CITY's STP-L Funds and CITY's HIP Funds with LACMTA Funds is beneficial to and in the general interest of CITY and LACMTA.

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

AGREEMENT:

- 1. CITY hereby assigns to LACMTA \$846,583 of CITY's STP-L Funds and \$284,534 of CITY's HIP Funds. LACMTA shall be authorized to deduct such amounts from CITY's STP-L Funds Balance and CITY's HIP Funds Balance, respectively. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of STP-L Funds and HIP Funds.
- 2. LACMTA hereby accepts CITY's assignment of CITY's STP-L Funds and CITY's HIP Funds for use on federal-aid eligible project(s), to be determined by LACMTA in its sole and absolute discretion.

- Upon receipt of (i) a fully executed AGREEMENT, (ii) CITY's written certification of the amounts of CITY's STP-L Funds Balance and CITY's HIP Funds Balance, as defined herein, which CITY's STP-L Funds Balance and CITY's HIP Funds Balance show that CITY has sufficient STP-L Funds and HIP Funds to meet its obligations hereunder, and (iii) LACMTA's deduction of CITY's STP-L Funds and CITY's HIP Funds as provided in paragraph 1 above, LACMTA shall pay CITY \$1,108,494 of LACMTA Funds which includes the deduction for the processing fee described in paragraph 5 below. For purposes of this AGREEMENT, CITY's "STP-L Funds Balance" and CITY's "HIP Funds Balance" shall mean the amounts of funds contained in CITY's STP-L Funds and CITY's HIP Funds accounts as of the date that this AGREEMENT is fully executed, which include CITY's apportionment share of FY22 STP-L Funds and share of HIP Funds from the federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) that was enacted on December 27, 2020. If the STP-L Funds Balance and HIP Funds Balance become insufficient to satisfy CITY's exchange obligations hereunder, CITY hereby authorizes LACMTA to deduct from CITY's future balance of STP-L funds until LACMTA has in the aggregate received the amount of CITY's STP-L Funds and CITY's HIP Funds specified in paragraph 1 above.
- 4. CITY must complete and submit an Automated Clearing House (ACH) form (Exhibit A) through LACMTA's website to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception in writing.
- 5. CITY shall pay LACMTA a two-percent (2%) processing and administrative fee (the "Processing Fee") in connection with the exchange contemplated by this AGREEMENT. The Processing Fee shall be assessed against the total amount of LACMTA Funds payable to CITY. CITY hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay CITY hereunder.
- 6. CITY shall expend the LACMTA Funds on an STP-L and HIP Eligible Project and by the Lapsing Date, consistent with the Statement of Work, Schedule and Budget provided in Exhibit B. For the purposes of this AGREEMENT, the "Lapsing Date" shall mean the date that is three (3) years from the date that this AGREEMENT is fully executed. Any LACMTA Funds not expended by the Lapsing Date shall lapse and be returned to LACMTA within thirty (30) days of the Lapsing Date for further programming to third parties as LACMTA determines in its sole discretion.
 - A. For the purposes of this AGREEMENT, the term "Eligible Project" shall mean the transportation activities described in Exhibit B that: i) would normally qualify under Section 133(b) of Title 23, U.S.C: or ii) are for costs related to preventive maintenance, routine maintenance, debt service payments, availability payments, operations, personnel (including salaries of employees and those employees who have been placed on administrative leave, or contractors), and coverage for other revenue losses due to the coronavirus pandemic. Any other applicable federal regulations and standards related to procurement and project delivery issues may be substituted with applicable state and local regulations, standards, and policies.
 - B. The term "expend" as used in Section 6 shall mean "encumbered by an awarded

contract or paid for an eligible transportation activity".

- C. If the LACMTA Funds have lapsed and CITY has not returned all or a portion of the lapsed LACMTA Funds to LACMTA, then CITY shall be considered to be in default and agrees that such outstanding payments shall be paid from CITY funds in the following priority: first, from any of CITY's unobligated HIP Funds Balance, then from CITY's Proposition A local return funds, then from CITY's Proposition C local return funds, then from CITY's Measure R local return funds, and then from CITY's Measure M local return funds. If CITY is in default hereunder, in addition to all rights and remedies available to LACMTA at law or in equity and without further notice or ability to cure by CITY, CITY hereby authorizes LACMTA to withhold the applicable HIP, STP-L or local return funds in the amount needed to satisfy the outstanding amount of lapsed LACMTA Funds due and owing to LACMTA prior to LACMTA transferring the balance of such funds to the CITY in accordance with the applicable state laws or ordinances.
- 7. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the STP-L and HIP Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.
- 8. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The eligibility of costs for CITY's own expenditures submitted to LACMTA for the Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87 (relocated to Title 2 in the Code of Federal Regulations, Subtitle A, Chapter II, part 225). The eligibility of costs for CITY's contractors, consultants, and suppliers expenditures submitted to LACMTA through CITY's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 (as relocated) or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

- 9. The terms of this AGREEMENT shall commence on the date that this AGREEMENT is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.
- 10. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.
- 11. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's STP-L Funds and CITY's HIP Funds.
- 12. This AGREEMENT may be amended or modified only by mutual written consent of LACMTA and CITY.
- 13. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF GARDENA

Kevin Kwak, Principal Civil Engineer 1717 West 162nd Street Gardena, CA 90247-3778

LACMTA

Michael Richmai Senior Manager, Countywide Planning and Development One Gateway Plaza (Mail Stop: 99-23-3) Los Angeles, California 90012-2952

- 14. This AGREEMENT shall be interpreted and governed by the laws of the State of California.
- 15. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

| LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY | CITY OF GARDENA |
|--|---|
| By: Stephanie N. Wiggins Chief Executive Officer | By: Allan Rigg Director of Public Works/ City Engineer |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| Dawyn R. Harrison Interim County Counsel | Carmen Vasquez City Attorney |
| By: Deputy | By: City Attorney |

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

| SECTION I: Supplier Information | | | | |
|---|--------|--------------------------|--|--|
| Supplier Number: | | | | |
| Company Name: | | | | |
| | | | | |
| Payment Address: | State: | | | |
| City: | CA | Zip Code: | | |
| Contact Name: | | Contact Phone Number: | | |
| Email Address: | | | | |
| SECTION II: Banking Information | | | | |
| Tax ID: | | | | |
| Bank Name (Required): | | | | |
| , | | | | |
| Account Name: | | | | |
| Account Type (Required): Checking Savings | | | | |
| Account Number (Required): | | | | |
| Routing Number (Required): | | | | |
| SECTION III: Authorization | | | | |
| Print Name of Authorized Person: | | | | |
| Print Title : | | | | |
| Phone Number: | | | | |
| | | | | |
| Signature of Authorized Person: | | | | |
| Date: | | | | |
| SECTION IV: Approval - Metro Use On | ly | | | |
| Approved by: | | Date: | | |
| | | | | |
| Entered by: | | Date: | | |

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

| Field | Description |
|---|---|
| Supplier Number | If you know the supplier number, please enter. If not, not required. |
| Company Name | Enter name of company doing business with L.A. Metro. |
| Payment Address | Enter address where payment may be mailed in accordance with Metro records. |
| Contact Name | Enter name of person from your company that Metro may contact for more information if required. |
| Contact Phone Number | Enter number where contact person may be reached. |
| Email Address | Enter the email address where payment detail information can be sent (i.e., information to include payment amount, payment date, description of invoices paid, etc.) |
| Tax ID Number | Enter company's tax identification number. |
| Bank Name | Enter the bank name where payments are to be sent (i.e. Bank of America, Washington Mutual, etc.) |
| Routing Number | Enter the first 9 numbers of the account to which you would like funds sent. This information is located on your check for the account. Do not use information from a deposit slip. |
| Account Name | Enter the official name of the account. |
| Account Number | Enter the account number to which funds are to be sent. |
| Account Type Check the appropriate account type | |
| Authorized Person & Title | Enter name and title of person of your company authorized to approve ACH transactions. |
| Signature | Must be a wet signature |
| Phone Number | Enter phone number where authorized person may be contacted. |

AUTOMATED CLEARING HOUSE (ACH) PAYMENT AUTHORIZATION

Please mail your completed form along with a copy of a *voided check* to:

Metro Accounts Payable P.O. Box 512296 Los Angeles, CA 90051

Questions? Please feel free to contact the AP hotline at:

213-922-6811 option 3

STATEMENT OF WORK

Project Description:

The City of Gardena will rehabilitate deteriorated AC roadway pavements on 170th Street (from Normandie Ave. to Vermont Ave.) and Vermont Avenue (from Artesia Blvd. to n/o Gardena Blvd.). Associated improvements include reconstruction of ramps, damaged sidewalk, curb and gutter and other PCC; traffic stripping and signing; traffic detector loops; pedestrian push buttons; traffic signal battery back-up; and adjust utility manholes/valves as necessary.

Project Schedule:

| | 170 th St. | Vermont Ave. | |
|-----------------------|-----------------------|----------------|--|
| | (LA9918971) | (LA9919082) | |
| Advertise | July 2022 | May 2023 | |
| Award Contract | September 2022 | August 2023 | |
| Start Construction | October 2022 | September 2023 | |
| Complete Construction | December 2022 | December 2023 | |

Project Funding:

| | 170 th St. | Vermont Ave. | |
|---------------------------|-----------------------|--------------|-------------|
| | (LA9918971) | (LA9919082) | TOTAL |
| Measure M Local Return | \$90,000 | \$100,000 | \$190,000 |
| STP-L Federal (Obligated) | \$600,000 | \$0 | \$600,000 |
| STP-L Exchange* | \$402,000 | \$427,651 | \$829,651 |
| CRRSAA-HIP Exchange* | | \$278,843 | \$278,843 |
| TOTAL | \$1,092,000 | \$806,494 | \$1,898,494 |

^{*}STP-L Exchange and CRRSAA-HIP Exchange funds are collectively referred to as "LACMTA Funds" in the agreement.

^{*}Net of 2% processing and administrative fee.

Agenda Item No. 16.B Section: DEPARTMENTAL ITEMS - PUBLIC WORKS Meeting Date: March 14, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Award Construction Contract for the Gardena Community Aquatic and Senior Center Project – Underground Utility Phase, JN 978, to Doty Bros. Equipment Company, in the amount of \$157,038, approve the Project Plans & Specifications and Budget Contingency.

COUNCIL ACTION REQUIRED:

Staff Recommendations:

- Award Construction Contract.
- Approve the Project Plans and Specifications.
- Approve Budget Contingency.

RECOMMENDATION AND STAFF SUMMARY:

The Gardena Community Aquatic and Senior Center Project, Underground Utility Phase is located at 16004 and 16010 Harvard Blvd. Currently overhead utility lines run north and south across the lots, parallel to the rear property line. Southern California Edison (SCE), AT&T and Charter Communications was directed by the City to prepare plans and to remove the existing overhead utility poles that conflict with the City's proposed project.

This underground utility construction is the second phase of the Project after demolition phase. On December 13, 2022, City Council authorize the contract with Southern California Edison to proceed with the Project. This phase is to replace the overhead existing SCE, AT&T, and Charter Communication utilities with new underground lines.

In January of 2023, the Project Plans and Specifications have been finalized and published a bid request in CR Planwell, Gardena Valley News and the City website and the following two (2) bids were received on February 23, 2023:

| 1. | Doty Bros. Equipment Company | Norwalk CA | \$157,035 |
|----|------------------------------|---------------------|-----------|
| 2. | MMJ Contracting, Inc. | Hacienda Heights CA | \$289,100 |

Doty Bros. Equipment Company was the lowest responsible bidder. They are licensed in the State of California and their project references have been verified and satisfactory. They will be required to meet all bonding and financial standards, the project is anticipated to start construction in late March 2023 and to be completed in early June, 2023.

Staff respectfully recommends that the City Council award construction contract for the Gardena Community Aquatic and Senior Project – Underground Utility Phase, JN 978, to Doty Bros. Equipment Company in the amount of \$157,038, approve the Project Plans & Specifications and 20% construction contingency budget.

FINANCIAL IMPACT/COST:

Financial Impact: Underground Utilities Phase Construction Contract Award \$157,035 and \$31,407 (20%) Contingency. These expenditures will be charged to the Prop 68 Grant.

FY 2022-2023 Project Budget: \$5,020,000 General Funds, \$8,500,000 Prop 68, and \$1,400,000 Federal Earmark (Total \$14,920,000).

ATTACHMENTS:

JN 978_Aquatic & Senior Center_Underground Utility Complete Specs.pdf JN 978 Aquatic & Senior Center_Utility Plans.pdf

APPROVED:

Clint Osorio, City Manager

Cleuroms.



CITY OF GARDENA CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (SCE 2QS-RULE 20C INSTALL UG)

JN 978

JANUARY 2023

CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (SCE 2QS-RULE 20C INSTALL UG)

JN 978

Specifications prepared by:



Memoranda:

Plans and specifications are available at Planwell Administrator, 562.436.9761 or www.crplanwell.com

Bid Results: https://www.cityofgardena.org/public-contracts/

City of Gardena Public Works Engineering Division: 310.217.9568

CITY OF GARDENA NOTICE INVITING BIDS

for

GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (SCE 2QS-RULE 20C INSTALL UG) PROJECT NO. JN 978

Plans and Specifications are available through ARC Document Solutions. Please be advised that there is an additional charge for delivery. Upon payment of the purchase price, they become the property of the purchaser and may not be returned for refund.

You may access the plans through the following website under Public Planroom:

www.crplanwell.com

For help accessing and ordering, please contact a Planwell Administrator at 562.436.9761.

Notice is hereby given that the City of Gardena will receive sealed bids at the office of the City Clerk, City Hall, 1700 W. 162nd Street, Gardena, California, until **2 p.m.** on <u>February 23, 2023</u>, and shortly thereafter on this same day, they will be publicly opened and read in the City Clerk's Office in-person and via ZOOM.

The information to join the bid opening via ZOOM is the following:

Topic: Bid Opening
Time: 2:00 PM on February 23, 2023 (Shortly thereafter the deadline)
Join ZOOM Meeting

https://us02web.zoom.us/j/86021631734 Meeting ID: 860 2163 1734 Dial by phone: [+1 669 900 9128] US

Should you have any questions or concern in delivering a bid or joining the ZOOM Meeting, please contact City Clerk's office at (310) 217-9565 or via email at cityclerk@cityofgardena.org.

All bids must be in writing, must be sealed, and must be plainly marked on the outside: **"BID ON PROJECT NO. <u>JN 978.</u>** Any bid received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned unopened to the bidder.

Bids are required for the entire work as described below:

Southern California Edison (SCE) Rule 20C project to underground the existing overhead utilities. Contractor to reference the attached SCE, AT&T, and Charter Communication plans and construct underground conduits and all other incidental work and to coordinate with each utility company to complete the customer's/developer's responsibility of the work.

The time of completion of contract shall be **40 working days** as defined in the latest Standard Specifications for Public Works ("Greenbook"). Liquidated Damages, as defined in Section 6-9, shall be **\$1,000 per each consecutive calendar day**.

Each bidder must submit a proposal to the City, c/o City Clerk in accordance with the Plans and Specifications. Said proposal is to be accompanied by a cash deposit, a certified or cashier's

check, or a bidder's bond, made payable to the City of Gardena, in an amount not less than 10 percent of the total bid submitted.

The envelope enclosing the proposal shall be sealed and addressed to the City of Gardena c/o City Clerk, and delivered or mailed to the City at 1700 W. 162nd Street, Gardena, California 90247-3778. The envelope shall be plainly marked in the upper left-hand corner as follows:

| ATTENTION: CITY, c/o CITY CLI | ∃RK ∃RK |
|--|---------|
| (Bidder's Name and Address) | |
| , , , | |
| (Number and title of this project) _ | |
| (· · · · · · · · · · · · · · · · · · · | |

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney.

The contractor shall have an active **Class** "A" license from the Contractor's State License Board at the time of submitting bid.

Pursuant to Public Contract Code Section 22300, the Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the City to insured performance under the contract unless applicable federal regulations or policies do not allow such substitution. Such security shall be deposited with the City, or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City Attorney.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive responsible bidder.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code, California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates of per diem wages are on file at the Gardena City Clerk's office and the office of the City Engineer, and copies shall be made available to any interested party on request. The prevailing rates of per diem wages referred to herein are hereby made a part of this Notice by reference.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it. Contractor and any Subcontractor under if shall comply with the requirements of said sections in the employment of apprentices.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm).

<u>Skilled and Trained Workforce</u>: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

<u>Award of Contract</u>: The following are conditions to the award of the contract:

- I. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract was awarded):
- II. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 17265.5.

Any questions regarding this bid package may be referred to Kevin Kwak, Public Works Engineering Division at 310.217.9643 or kkwak@cityofgardena.org.



| - | |
|----------------------|--|
| Project Location Map | |
| 1" = 100 ft | |

2/13/2022



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

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GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE, JN 978 (SCE 2QS-RULE 20C INSTALL UG)

| DESCRIPTION | PAGE | <u>DESCRIPTION</u> F | PAGE |
|---|--|--|--|
| Title Page | i | Workers' Compensation Insurance CertificateIndemnification and Hold Harmless Agreement Of Subrogation and ContributionInsurance | CD-9 |
| BID PROPOSAL (To Be Submitted with Proposal) | | GENERAL PROVISIONS | |
| Bid Schedule | BP-6 BP-8 BP-9 BP-10 BP-11 BP-12 BP-13 | PART 1 – GENERAL PROVISIONS | GP-1 GP-4 GP-7 GP-9 GP-10 GP-11 |
| Primary Covered Transition | BP-14 | Refer to SCE, ATT & Charter Communication Plans | |
| CONTRACT DOCUMENTS (To Be Submitted after A | ward) | APPENDIX | |
| AgreementFaithful Performance Bond Payment Bond | CD-4 | City Standard – Trench-Pavement Repair Other City Standards at https://cityofgardena.org/city-s-2 | tandards/ |

INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms in the project specifications and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids.

PRPOSAL / BID DOCUMENTS

All Proposals shall include the following executed documents to be submitted with each bid:

Bidding Schedule

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Bid Bond

Designation of Subcontractors

Construction Project Reference

Certificate of Non-Discrimination by Contractors

Certification of Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transitions

DELIVERY OF PROPOSAL

The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

MODIFICATIONS AND ALTERNATIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may be grounds for its rejection as non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

DISCREPANCIES IN PROPOSALS

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may be grounds for its rejection as non-responsive. The bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

PROPOSAL GUARANTEE - BIDDER'S SECURITY

Each bidder shall submit with his Proposal cash, an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions herein, the funds represented by said cash, check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as a bid bond forfeiture due to the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest responsive responsible bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California as an "admitted surety insurer" and shall be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or nationally chartered bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks (without interest) as provided in Section 2-1.6 of the Special Provisions bound herein.

DISQUALIFICATION OF BIDDERS

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a

Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

CONTRACT DOCUMENTS

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract unless extended by agreement of the City. Failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page CD-1.

BID PROPOSAL (BP)

GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (SCE 2QS-RULE 20C INSTALL UG)

PROJECT NO. JN 978

| Contractor: | |
|--------------|--|
| Address: | |
| Phone: | |
| Fax: | |
| License No.: | |
| 5.5. | |
| Email: | |
| | |

To Be Submitted

WITH

Bid Package

PROJECT NO. JN 978

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (2QS-RULE 20C INSTALL UG)

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within **forty (40) Working Days** from the date the Notice of Proceed is issued by the Engineer.

| Item No. | Item Description | Unit | Approx. Quantity | Unit Price in Figures | Item Total |
|-------------|--|------|---------------------|--------------------------|------------|
| 1. | SCE RULE 20C INSTALLATION PER EDISION, AT&T, AND CHARTER COMMUNICATION PLANS | L.S. | 1 | \$ | \$ |

TOTAL CONTRACT BID:

| (Figures) | \$ | | |
|-----------|----|--|--|
| | | | |
| (Words) | | | |

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will paid therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

^{*} In case of error in extension of price into the total price column, the unit price will govern.

BID SCHEDULE (Continued)

| Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of Dollar |
|---|
| s, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided. |
| Name of Bidder |
| Signature of Bidder |

PROJECT NO. JN 978

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum

Addendum No. ____ Date ______ Addendum No. ____ Date ______

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom (www.crplanwell.com). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Date

Bidder's Signature

PROJECT NO. JN 978

BIDDER'S DECLARATION

It is understood and agreed that:

- 1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
- 2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
- 3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
- 4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

- 5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.
- 6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

BIDDER'S DECLARATION (Continued)

7. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

| Respectfully submitted, | |
|----------------------------|---|
| Contractor's Business Name | Contractor (Print)Title |
| Business Address: Street | Signature Title |
| City State Zip | Contractor's License No. and Classification |
| Business Phone Number | Business Fax Number |
| Date | |
| Name Title | Residence: Street |
| City State Zip | Residence Phone Number |

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the copartnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

PROJECT NO. JN 978

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California County of Los Angeles being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid. NAME OF BIDDER SIGNATURE OF BIDDER ADDRESS OF BIDDER

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (attach appropriate jurats)

CITY

STATE

ZIP

PROJECT NO. JN 978

DECLARATION OF ELIGIBILITY TO CONTRACT

[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

- 1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
- 2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
- 3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:
 - "(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."
 - "(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."
- 4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them are ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

| | rjury under the laws of the State of Cal nis day of , 20, | 9 9 |
|------------|--|----------------------|
| | uay 01, 20, | (place of execution) |
| California | | |
| | | |
| Signature: | Name: | |
| | | |
| Title: | Company: | |

PROJECT NO. JN 978

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT , as Principal, and _______, as Surety, are held firmly bound unto the City of Gardena in the sum of \$______ : DOLLARS. (not less than ten percent of total amount of bid) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, said Principal has submitted a bid to the City to perform all work required under the following: GARDENA COMMUNITY AQUATIC AND SENIOR CENTER -PROJECT: **UNDERGROUND UTILITY PHASE (2QS-RULE 20C INSTALL UG)** NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to quarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the court. Surety hereby waives the provisions of California Civil Code §2845. SIGNED AND SEALED, this_day of _____, 20_____. ____(SEAL) Surety ____(SEAL) Principal Signature

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority

of any person signing as attorney-in-fact must be attached.

PROJECT NO. JN 978

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

| Portion | | Tuno of | State | | DIB |
|---------|-----------------------------------|---------|---------|-------|--------|
| of Work | C. based and all Marca C. Address | Type of | License | Class | D.I.R. |
| % | Subcontractor's Name & Address | Work | Number | Class | Number |
| | | | | | |
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| Not more than | %. |
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PROJECT NO. JN 978

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

| ۱. | | |
|----|---------------------|---------------------|
| | | Telephone No.: |
| | Title of Decises. | |
| | Project Location: | |
| | Date of Completion: | Contract Amount: \$ |
| | Name (Firm/Agency): | |
| | Address: | |
| | Contact Person: | Telephone No.: |
| | Title of Draiget: | |
| | Project Location: | |
| | Date of Completion: | Contract Amount: \$ |
| | Name (Firm/Agency): | |
| | Address: | |
| | Contact Person: | Telephone No.: |
| | Title of Project: | |
| | Project Location: | |
| | Date of Completion: | Contract Amount: \$ |

PROJECT NO. JN 978

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

3.

- 1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
- 2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

To take affirmative steps to hire minority employees within the company.

| FIRM | |
|--|---|
| | PERSON SIGNING |
| SIGNATU | JRE |
| | DATE |
| Please include any ado programs now in effect v | ditional information available regarding equal opportunity employmen vithin your company: |
| | |
| | |
| | |

PROJECT NO. JN 978

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| Signature: | Name: | |
|------------|----------|--|
| | | |
| Title: | Company: | |

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS (Continued)

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CONTRACT DOCUMENTS (CD)

GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (2QS-RULE 20C INSTALL UG)

PROJECT NO. JN 978

To be Submitted within twenty-one (21) calendar days

AFTER Award of Contract

PROJECT NO. JN 978

AGREEMENT

| THIS AGREEMENT, made and entered into this day of, 20, by and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and, hereinafter referred to as "CONTRACTOR." |
|--|
| The City and the Contractor mutually agree as follows: |
| ARTICLE I. |
| THE PROJECT For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in a good and workmanlike manner all work required by the Contract Documents for City Project No. <u>JN</u> , which is described as follows: |
| Title: GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (2QS-RULE 20C INSTALL UG) |

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefor, except such labor, materials, equipment and services as are provided in the Contract Documents to be furnished by City.

This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

ARTICLE II.

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefor, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III.

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and the Contractor, are enumerated as follows: Proposal Documents, including the Notice Inviting Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance, and Fair Employment Practices documents; this Agreement; Standard Specifications; Special Provisions; Technical Provisions; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV.

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

| CITY | CONTRACTOR |
|--------------------------|----------------------|
| By:MAYOR (Sign) | By: Sign / Title |
| Date:SEAL | _ Date: |
| Attest: | Attest: (Contractor) |
| By:CITY CLERK (Sign) | By: Sign / Title |
| Date: | _ Date: |
| APPROVED AS TO FORM: | |
| By: CITY ATTORNEY (Sign) | _ |
| Date: | |

PROJECT NO. JN 978

FAITHFUL PERFORMANCE BOND

| • | e City of Gardena has awarded to, hereing the "Principal", a Contract for: | after |
|--|---|----------------|
| PROJECT: | GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (2QS-RULE 20C INSTALL UG) | |
| • | aid Principal is required under the terms of said Contract to furnish a bond for nance of said Contract; | r the |
| | FORE, we, | |
| as Principal, ar | | |
| as Surety, are | held and firmly bound unto the City in the sum of | |
| States of Amer heirs, executor In case suit is | hundred percent (100%) of the total Contract price, lawful money of the Urrica, for payment of which sum well and truly to be made we bind ourselves, rs, administrators, and successors, jointly and severally, firmly by these preses brought upon this bond, the Surety will pay all court costs and reasons to the City of Gardena in an amount to be fixed by the court. | , our ents. |

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

| This bond shall remain in full force and effe acceptance of the job by the City. | ct for a warranty period of one f | ull year af | fter | |
|--|---|------------------------|---------------|----------------|
| IN WITNESS WHEREOF, three (3) identication for all purposes be deemed an original there | | | | |
| Surety named herein, on the day or and corporate seal of each corporate party by its undersigned representative pursuant | f, being hereto affixed and these to authority of its governing boo | 20, presents ly. | the duly s | name signed |
| | [PRINCIPAL] | | | |
| | Ву | | | |
| | Title | | | |
| | Signature | | | |
| | [SURETY] | | | |
| | Ву | | | |
| | Title | | | |
| | Address | | | |
| | Phone No. | | | |
| | | | | |
| | Signature | | | |

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

PROJECT NO. JN 978

PAYMENT BOND

WULDEAS the City of Cordona has awarded to

| • | ontract for the work described as follows: |
|--|--|
| PROJECT: | GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (2QS-RULE 20C INSTALL UG) |
| | S, said Contractor is required to furnish a bond in connection with said contract payment of claims of laborers, mechanics, materialmen and other persons, as |
| the City in the s Dollars (\$ total Contract p | FORE, we, the undersigned Contractor and Surety, are held firmly bound unto sum of) this amount being not less than one hundred percent (100%) of the price, for which payment well and truly to be made we bind ourselves, our heirs administrators, successors and assigns, jointly and severally, firmly by these |

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

| This bond shall remain in full force and effections may be filed as provided for in Section 1. | ect for six full months after the period in which on 3184 of the California Civil Code. | verif | ied |
|--|---|-------|-----|
| IN WITNESS WHEREOF, we have hereun20 | to set our hands and seals on this | _day | of |
| | [PRINCIPAL] | | |
| | [FIXINOIFAL] | | |
| | Ву | | |
| | Title | | |
| | Signature | | |
| | [SURETY] | | |
| | Ву | | |
| | Title | | |
| | Address | | — |
| | Phone No. | | |
| | Signature | | |

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

PROJECT NO. JN 978

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

| DATED: | |
|-----------|-----------------|
| | CONTRACTOR |
| | By Signature |
| | Signature |
| | Title |
| ATTEST: | |
| By | |
| Signature | |
| Title | |

PROJECT NO. JN 978

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (2QS-RULE 20C INSTALL UG)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnity Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

| "Indemnitor" | |
|--------------------|--|
| Company/Contractor | |
| Name & Title | |
| Signature & Date | |

PROJECT NO. JN 978

INSURANCE

CERTIFICATION OF INSURANCE (COI) SHALL BE SUBMITTED BY THE CONTRACTOR

- 1. COMMENCEMENT OF WORK. Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 2. INSURANCE COMPANY REQUIREMENTS. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- **3. COVERAGES, LIMITS AND POLICY REQUIREMENTS**. Contractor shall maintain the types of coverages indicated below:
- **4. COMPREHENSIVE GENERAL LIABILITY INSURANCE.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- **5. COMMERCIAL AUTO LIABILITY INSURANCE**. A policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- **6. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**. A policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars (\$1,000,000) per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of

consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- **7. POLICY REQUIREMENTS.** The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
 - (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
 - (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
 - (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 8. COURSE OF CONSTRUCTION INSURANCE. Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.
- 9. ADDITIONAL REQUIREMENTS. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.
- **10. DEDUCTIBLES.** Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, either: the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment

- of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.
- 11.VERIFICATION OF COMPLIANCE. Contractor shall furnish City with the required endorsements attached hereto. All documents are to be received and approved by City before Work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- **12.TERMINATION FOR LACK OF REQUIRED COVERAGE.** If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.
- **13.EQUIPMENT COVERAGE**. Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

GENERAL PROVISIONS

GARDENA COMMUNITY AQUATIC AND SENIOR CENTER – UNDERGROUND UTILITY PHASE (2QS-RULE 20C INSTALL UG) (JN 978)

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-1 GENERAL. The Standard Specifications for Public Works Construction ("Greenbook") written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the City. All work shall conform to the 2021 edition, including supplements of the Standard Specifications, the Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the City (defined herein as "Agency") available at the time bids are opened unless otherwise specified in the Contract Documents.

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract Documents.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

1-2 TERMS AND DEFINITIONS. Whenever in the Standard Specification the following terms are used, they shall be understood to mean and refer to the following:

| (a) | AGENCY | The City of Gardena, a California municipal corporation. |
|-----|--------------------------------|---|
| (b) | BOARD | The City Council of the City of Gardena |
| (c) | CONTRACT DOCUMENTS | Documents including but not limited to the proposal forms, Standard "Greenbook" Specifications, Special Provisions, Technical Provisions, Notice Inviting Bids, Instructions to Bidders, Bonds, Insurance, Contract and all Addenda setting forth any modifications of the documents. |
| (d) | ENGINEER | The City of Gardena Director of Public Works/City Engineer or his authorized representative. |
| (e) | BIDDER | An individual, co-partnership, association or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative. |
| (f) | LEGAL ADDRESS OF CONTRACTOR | The legal address of the Contractor to be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered. |
| (g) | LABORATORY | An established laboratory approved and authorized by the Engineer for testing materials and work involved in the |

contract.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General. The proposal shall be fully executed and submitted on the forms provided by the Agency and shall be enclosed in a sealed envelope marked and addressed as directed in the "Notice Inviting Bids".

If the proposal is made by an individual, it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her known name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Proposal. Proposals which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the Agency, the Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

- **1-7.2 Contract Bonds.** The "Performance Bond" is equivalent to City's "Faithful Performance Bond".
- **1-7.3 Examination of Plans, Specifications and Project Site.** Bidders shall read the specifications, review the drawings and examine the existing facilities to fully understand the project in order to plan for the improvements as shown in the contract, including local condition, uncertainty of weather and all other contingencies.

Bidders shall satisfy themselves by personal examination of the proposed work sites, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, drawings, or from the Engineer/Architect of the record, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the Agency.

- 1-7.4 Interpretation of Drawings and Documents. If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.
- **1-7.5 Award of Contract.** After the Proposals have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The Agency reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Bids subsequently shown to be mathematically unbalanced would be rejected as

nonresponsive.

A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question.

"A bid is mathematically unbalanced if the bid is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the bid must carry its proportionate share of the total cost of the work plus profits."

"A bid is materially unbalanced if there is a reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the Government. Consequently, a materially unbalanced bid may not be accepted."

Award of the Contract, if it be awarded, will ordinarily be made by the Agency within 30 days after opening of the bids. Award will be made to the lowest responsive responsible bidder.

In selecting the lowest responsive responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the Agency that he or his associates are competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agency, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

1-7.6 Execution of Contract. A bidder whose proposal is accepted shall properly sign a written contract with the Agency on the form attached hereto and return said contract together with good and approved bonds and insurance certificates as required by the Contract Documents within twenty-one (21) calendar days from the date of the mailing of a notice from the Agency to the bidder, according to the address given by him, of acceptance of his proposal.

Contract bonds and certificates of insurance, if required, shall be filed in all instances before delivering any equipment, materials, or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose proposal is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the Agency enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the Agency, an award may be made to the bidder whose proposal is next most acceptable to the Agency, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California and of the authority of the officer signing the contract and bonds for the corporation to so sign.

- **1-7.7 Return of Proposal and Guarantee.** The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Check or bid bonds of other bidders will be returned when their proposals are rejected or in any event at the expiration of forty-five (45) days from the date of opening bids.
- **1-7.8** Precedence of Contract Documents. The order of precedence of contract document shall be:

FIRST Requirements of law, including the Code and Ordinances of the

City of Gardena.

SECOND Permits from other agencies as may be required by law.

THIRD Permits from City of Gardena Departments as may be required by

law or ordinance.

FOURTH The Contract.

FIFTH The Bid Proposal.

SIXTH Addenda.

SEVENTH Notice Inviting Bids.

EIGHTH Instructions to Bidders.

NINTH Technical Provisions.

TENTH Plans.

ELEVENTH General Provisions of the Standard Specifications.

TWELFTH Standard Plans.

THIRTEENTH Standard Specifications for Public Works Construction (current

edition).

FOURTEENTH Caltrans Standard Plans and Specifications.

FIFTEENTH Reference Specifications.

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND and THIRD. Detailed plans shall have precedence over general plans.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS. The Contractor will obtain, at no cost to the Agency, all permits necessary to perform the work on streets, highways, railways or other rights-of-ways. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not

limited to those permits required for night work, overload, blasting and demolition. For private contracts, the Contractor shall obtain all permits incidental to the work or made necessary by its operations, and pay all costs incurred by the permit requirements.

The Contractor and each subcontractor employed upon the work must have or obtain a valid City of Gardena Business License in accordance with the provisions of the Gardena Municipal Code.

2.10 DISPUTED WORK.

2.10.1 Retention of Imperfect Work. If any portion of the work done or materials furnished under the contract proves defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make deductions therefor in the payment of the contract item due Contractor as may be just and reasonable.

2-11. DISPUTE RESOLUTION.

2-11.1 Requests for Contract Adjustments and Relief. If either Contractor or the Agency believes that it is entitled to relief against the other for any event arising out of or related to the work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in the applicable sections of this Contract.

In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

2-11.2 Dispute Avoidance and Resolution. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and the Agency each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work under the Contract.

Contractor and the Agency will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and the Engineer.

If a dispute or disagreement cannot be resolved through the Contractor's Representative and the Engineer, Contractor's Chief Executive Officer or similar senior representative and the Gardena City Manager, or designee, upon the request of the other party, shall meet as soon as conveniently possible, but in no case later than twenty (20) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meeting between the parties' senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If, after meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may submit the dispute to binding

or non-binding mediation. The mediation shall be conducted in any manner and by any person or mediation association mutually acceptable to the parties.

- **2-11.3 Arbitration.** Any claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 9-4.2 above may be decided by binding or non-binding arbitration. The arbitration shall be conducted in any manner and by any person or arbitration association mutually acceptable to the parties.
- **2-11.4 Claims Disputes.** Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, Section 9-4.3 shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

2-13 DRAWINGS AND SPECIFICATIONS ("RECORD" DRAWINGS). At all times, the Contractor shall maintain at the project a "Record" set of Drawings and Specifications to include all executed addenda, change orders, and field orders.

Prior to each progress payment the Contractor shall deliver to the Engineer, a set of contract drawings with all applicable "as constructed" notes placed/recorded thereon. Failure to provide "as constructed" plans will cause progress payment to be withheld until information is provided to City.

After completion of the work and before final payment, the Contractor shall deliver to the Engineer a complete set of contract drawings with all applicable "as constructed" noted placed/record thereon. The final form and detail of these as constructed plans are subject to the

acceptance of the Engineer.

2-14 MARKING REMOVAL. All markings placed by the Contractor, City, and Underground Service Alert (USA) during construction shall be removed at the completion of the work. These markings shall include, but not limited to, paint, stakes, and metal tags.

All cost associated with removal of markings shall be included in the bid prices for the applicable bid items. Failure of the Contractor to remove these markings shall be cause for the City to do the work and withhold the costs from the Contractor's final payment.

SECTION 3 – CONTROL OF THE WORK

3-5 INSPECTION. Inspection shall be made once a day for areas ready for inspection. Areas or items that fail inspection or that are not ready for inspection shall be rescheduled by the contractor.

Contractor is responsible to coordinate and obtain each utility companies (SCE, AT&T, and Charter Communication) inspection and approval.

Inspection of the work shall not relieve the contractor of the obligation to fulfill all conditions and requirements of the contract.

3-6 THE CONTRACTOR'S REPRESENTATIVE. The Contractor shall furnish the Engineer with the name, address and cell/ business/home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

3-10 SURVEYING.

3-10.3 Line and Grade. Unless otherwise provided in the Technical Provisions, establishing lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Agency's Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

3-10.4 Permanent Survey Markers. The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving street and highways, or City public right of way and to file with the County Surveyor a Corner Record of any such work. Prior to final payment and the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall provide the Agency a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

The payment for surveying, related professional services, office calculation, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

3-12 WORK SITE MAINTENANCE.

3-12.1 General. The Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water in keeping with the AQMD and NPDES requirements. Debris, soil or other matter shall not be washed into storm drains but shall be collected and disposed of in a legal, responsible manner. The construction area shall be cleaned with a power sweeper at the end of every workday and when deemed necessary by the Engineer.

The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Use temporary sandbags to control the site perimeter. At the completion of the project sandbags shall become the property of the City of Gardena and shall be remain in place.

The Contractor shall not spill on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Stockpiling of construction materials or debris on City right-of-way shall be in accordance with the NPDES permit and shall be approved by the inspector. At the completion of work, the Contractor shall thoroughly clean all work areas.

3-12.2 Air Pollution and Surface Maintenance Control. The Contractor shall obtain a construction water meter from Golden State Water including required deposit and fees. The Contractor shall pay for the water used, at the current water rates. All arrangements for construction water shall be made by contractor with Golden State Water at Contractor expense.

3-12.4. Storage of Equipment and Material.

3-12.4.1 General. All costs associated with the disposal of all excavated or demolition materials, including any gate fees, shall be paid by the Contractor. These costs shall be included in the bid price for the applicable bid items.

Prior to any excavated or demolition material being removed from the construction site the Contractor shall notify the City as to the hauling route and destination for disposal. If the location for disposal is other than a county landfill then the Contractor shall provide the City with written permission and release of liability for the City from the owner of the property where the material will be deposited.

The City has an exclusive agreement with Waste Resources, Inc. and no other firm may provide bulk trash bins in the event the work requires this service.

3-12.4.2 Storage in Public Streets. Construction equipment shall not be stored at the construction site, any public street or publicly owned facilities without approval of the City. Contractor shall store equipment at a contractor's rental yard.

All excavated material that is to be hauled to and disposed of at a County landfill site by the

Contractor is subject to a County gate fee based on tonnage.

- **3-12.5.4 Protection and Restoration of Existing Improvements.** Any facilities, structures, water lines, landscaping, surfaces, signs, pavement markings, painted curbs, house numbers, etc., which are damaged during construction shall be restored to the satisfaction of the City. Damaged water lines shall be repaired immediately at no additional cost to the city.
- **3-12.5.5 Access to Private Property.** The Contractor shall be aware that business and residential access must be maintained at all times. The Contractor shall schedule operations to minimize interference with access to private property.

The main access way to any business or home shall not be completely blocked for more than one four-hour period a day except blockage shall be limited to one twenty-four (24) hour period when concrete is poured.

Temporary access ways shall be provided from the street to the main access way of all businesses and homes by use of traffic rated steel plates or any other method approved by the city.

Payment for this item shall be included in the applicable contract work item.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.3 Warranty. In addition to the guarantees as required in Section 1-7.2 and 3-13.3 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of <u>one year</u> after acceptance of the work by the Agency to insure that defects, which may appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Engineer within thirty (30) days after written notice thereof by the Agency.

SECTION 4 – CONTROL OF MATERIAL

4-1 GENERAL.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier.

The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Agency.

The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBLITIES

- **5-4 INSURANCE.** In lieu of Section 5-4 of the Standard Specifications, refer to the City Contract Documents Section, CD-10, for detail requirements.
- **5-5 ANTITRUST CLAIMS.** By entry into this Contract, Contractor hereby acknowledges the terms of Section 7103.5 of the Public Contract Code and hereby offers and agrees to assign to the Agency all rights, title and interest in all causes of action it may have as outlined above.

5-7 SAFETY.

- **5-7.4 Hazardous Substances.** As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify the Agency of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by the Agency; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, the Agency shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the Contract but shall retain all rights provided by the Contract and by law for making protests and resolving the dispute.
- **5-7.4.1 Edison Energized Conductors.** Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilized only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: A person who by reason of experience or instruction is familiar with the operation to be performed and the hazards involved."

Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

5-7.4.2 Emergency Provisions. Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the Agency, an emergency exists of which the Agency is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the Agency, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the Agency may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the Agency may seem reasonable and necessary, all at the expense of the Contractor.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule. The Contractor's proposed construction schedule shall be submitted to the Engineer <u>within fourteen (14) calendar days</u> after the date of the contract execution. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

The Contractor shall include in his bid all costs to perform the work under this contract in stages. The Contractor shall begin and complete work in each stage prior to starting work in subsequent stages unless previous permission is obtained from the Engineer. The contractor shall stage the work to allow parking on the next adjacent streets. Restricting parking on multiple adjoining streets shall require approval of the engineer.

6-1.2 Commencement of the Work. City may establish a Notice to Proceed (NTP) date no later than thirty (30) calendar days after the date of the contract execution. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Gardena and the owners of all utilities and substructures within the Project area not less than 48 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the contractor and is not guaranteed to be complete or correct:

| COMPANY | CONTACT | TELEPHONE NO. |
|-------------------------------|--|-------------------|
| Southern California Edison | Joshua Remijio | 562.756.3241 |
| Southern California Gas | Melissa Fukunaga: Tech Services Planning: Attn - Lead Planner | 213.231.7281 |
| AT&T | Terence Little | 626.817.4252 |
| | Raymond Dover | 310.515.4257 |
| Gardena Police | Dispatch | 310.3237911 |
| L.A. County Fire Dept. | | 310.323.7911 |
| Time Warner Communications | Arturo Fernandez | 310.750.9099 |
| Crown Castle | Hector Aguilera | 951.454.5111 |
| Waste Resources of Gardena | Lorena Rodriguez | 310.366.7600 |
| Golden State Water Co. | Conde Ventura | 310.436.6950 x107 |
| | Joseph Salcido | 310.660.0320 x101 |
| L.A. County Flood Control | Daryll Chenoweth | 626.458.3129 |
| L.A. Sanitation District | Jon Ganz | 562.908.4288 |
| Metropolitan Water District | Civil Eng. Substructures Section | 213.217.7059 |

| Chevron Pipeline | Dave Zerler | 310.669.4014 |
|---------------------------|-------------|--------------|
| Underground Service Alert | | 800.422.4133 |

The Contractor shall submit periodic Progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-1.3 Working Day. The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 4:00 P.M., Monday through Friday except holidays. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

If the Contractor works beyond the allowed working hours without prior written approval from the Engineer, the Contractor may be charged Five Hundred (\$500) for each occurrence as required by the Engineer. The amount will be deducted from a progress payment or bond.

Contractor hereby acknowledges and shall be required to comply with the provisions of California Labor Code Section 1810 et seq. According to those sections, eight (8) hours of labor shall constitute a legal day's work. Contractor shall pay to the Agency a penalty of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day or forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

6-1.4 Notice and Service Thereof. Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Agency by personal delivery thereof to the City of Gardena Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Public Works Department City of Gardena 1717 W. 162nd Street Gardena, CA 90247-3778

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons

last communicated to the party giving the notice, postage prepaid and registered.

Notification of Property Owners and Tenants - The Contractor shall notify each property owner and/or tenant in the project area in writing five (5) working days prior to the start of construction. If pedestrian or vehicular access to private property is to be blocked, the Contractor shall again notify each property owner and/or tenant in writing five (5) working days prior to construction activities. The Contractor shall provide additional notices when a lapse time occurs during each phase/segment work.

The written notice shall be submitted to the Engineer for approval prior to being delivered.

6-2 PROSECUTION OF THE WORK.

6-2.1 Contractor's Responsibility for Work. Until the formal acceptance of the work by the Agency, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with the Section 1-7.6 and 5-4 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

6-3 TIME OF COMPLETION.

6-3.1 General. The contract time shall begin per the City's written notification. Work must be completed within working days specified for the project. In addition, the Contractor shall notify the City 24 hours in advance of the actual commencement of work.

No work shall be undertaken during the City's holiday closures. It is the Contractor's responsibility to determine the City's closure dates.

6-9 LIQUDATED DAMAGES. The amount of liquidated damages is hereby amended to **\$1,000** for each consecutive calendar day.

SECTION 7 - MEASUREMENT AND PAYMENT

7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

7-1.2 Method of Measure. The quantities shown on the Bid Schedule are approximate only. The Contractor will be paid for the actual quantities of work based on approved field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications. Additional bid item work shall be completed within the total working days in these specifications. Additional working days maybe allowed with the approval of the engineer.

7-3 PAYMENT.

7-3.2 Partial and Final Payment. The Engineer will authorize monthly partial/progress payments per Section 7-3.2 of the Standard Specifications. Contractor's monthly invoice shall

be submitted on company letterhead. Each invoice submitted shall include: project name, date of invoice, progress payment number, and purchase order number. All bid items shall be included on each invoice and include unit, unit price bid, original quantity, amount, previous payment quantity and amount, current invoice payment quantity and amount, total project payment quantity and amount. In addition, any approved change orders shall be listed on invoice. Payment to Contractor typically takes 30 days from submittal of approved invoice. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

7-3.3 Delivered Materials. The City will NOT honor or make any progress payments for materials ordered and delivered to the job site by the Contractor unless prior approval is obtained from the Engineer.

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 EXTRA WORK. When work is performed on a "time and materials" basis, the following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:

| | Labor20 |
|----|--------------------------------|
| 2) | Materials15 |
| 3) | Equipment Rental15 |
| | Other Items and Expenditures15 |

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

| 8-2 | FIELD | OFFICE | FACILITIES. | The | Contractor | shall | provide | the | class | of | field | office |
|---------|--------------|---------------|-------------|-----|------------|-------|---------|-----|-------|----|-------|--------|
| indicat | ed belov | N: | | | | | | | | | | |
| | | | | | | | | | | | | |

□ Class "A" □ Class "B" □ Class "C"

In the event none of the boxes are marked above, no specific field office will be required, and the use therefor of any field office will be at the Contractor's discretion. The location of any field office shall be as provided on the plans, in these Specifications or as designated by the Engineer.

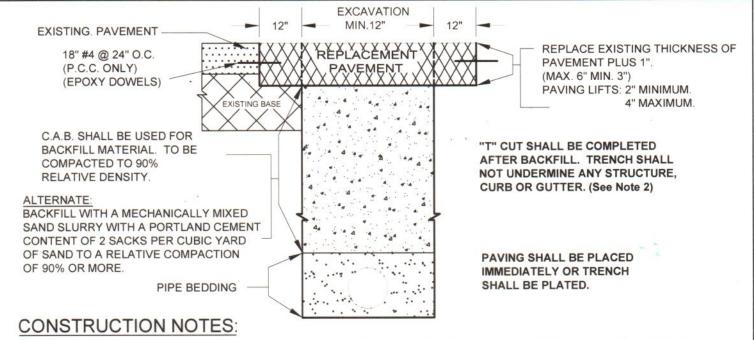
END OF GENERAL PROVISIONS

APPENDIX:

CITY STANDARD OF TRENCH/PAVEMENT REPAIR (ST-20)

Other City Standards - https://cityofgardena.org/city-standards/





- ALL PAVEMENT CUTS SHALL BE VERTICAL FULL DEPTH SAW CUTS, MINIMUM 5". ALL LONGITUDINAL PAVEMENT CUTS SHALL BE UNINTERRUPTED APPROXIMATELY PARALLEL TO THE TRENCH (MAX. 1:6 LONGITUDINAL VARIANCE). ALL SAWCUTS SHALL BE VERTICAL WITH NO BROKEN EDGES. BROKEN EDGES SHALL BE SAW CUT PRIOR TO PAVING. ALL SAWCUTS SHALL HAVE A MINIMUM 18" CLEARANCE FROM ANY TRAFFIC LOOPS.
- 2. THE EDGE OF PAVEMENT REPLACEMENT SHALL BE A MINIMUM OF 3' FROM EDGE OF GUTTER OR THE PAVEMENT SHALL BE REMOVED AND REINSTALLED TO THE GUTTER. EDGE OF TRENCH SHALL BE MINIMUM 1' FROM EDGE OF GUTTER OR CURB AND GUTTER. CONTRACTOR OR APPLICANT SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF EXISTING CURB AND GUTTER THAT SHIFTED OR MOVED DURING CONSTRUCTION.
- 3. IN P.C.C. PAVEMENT, A CUT OR REMOVAL WITHIN 3' OF AN EXISTING JOINT, CRACK OR SCOREMARK WILL REQUIRE ALL CONCRETE TO BE REMOVED AND REINSTALLED TO THE JOINT, CRACK OR SCOREMARK. NO CONCRETE CORNERS SHALL BE LESS THAN 90 DEGREES. ALL SCORE MARKS SHALL BE FORMED IN WET CONCRETE. NO SAWCUT JOINTS WILL BE ALLOWED.

ANY REMOVAL IN P.C.C. PARKING LANES, CROSS GUTTERS, SPANDRELS ETC. WILL REQUIRE REMOVAL AND REINSTALLATION OF THE FULL WIDTH OF THE PARKING LANE, CROSS GUTTER, SPANDREL, CURB AND GUTTER ETC.

- 4. A.C. PAVEMENT SHALL BE C2 PG64-10 (CONVENTIONAL). ASPHALT PAVING OVER 300 SQ. FT. SHALL BE ACCOMPLISHED BY A SELF-PROPELLED MECHANICAL SPREADING AND FINISHING MACHINE. MINIMUM 5 TON ROLLER FOR COMPACTION IS REQUIRED. TACK COAT ALL EDGES.
- 5. PAVING SHALL BE PLACED ACCORDING TO THE "STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION" LATEST EDITION. SUBGRADE SHALL BE RECOMPACTED BY A MECHANICAL TAMPING DEVICE/ROLLER.
- WORKING HOURS SHALL BE BETWEEN THE HOURS OF 8:00 a.m. TO 4:00 p.m. M-F, EXCEPT HOLIDAYS. WORKING HOURS MAY BE MODIFIED AS REQUIRED OR APPROVED BY THE ENGINEER.
- ALL DAMAGED PAVEMENT MARKERS, STRIPING, TRAFFIC LOOPS, LEGENDS, SIGNS, ETC. SHALL BE REPLACED WITHIN 72
 HOURS AFTER THE PAVING OPERATION. TEMPORARY STRIPING SHALL BE PROVIDED IMMEDIATELY AFTER THE PAVING
 OPERATION.
- 8. TRAFFIC CONTROL SHALL BE ACCORDING TO THE CALIFORNIA M.U.T.C.D. OR W.A.T.C.H. MANUAL AND SHALL BE REQUIRED FOR ALL WORK. TEMPORARY PEDESTRIAN ACCESS SHALL BE PROVIDED WITH A SMOOTH LEVEL SURFACE AND DELINEATED PATHWAYS.
- 9. CONTRACTOR SHALL NOTIFY PUBLIC WORKS 72 HOURS PRIOR TO LANE CLOSURES ON ARTERIALS AND MAJOR COLLECTORS; 48 HOURS ON ALL OTHER STREETS.
- 10. ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
- 11. INSPECTION REQUESTS SHALL BE MADE 24 HOURS PRIOR TO PAVING. PAVING SHALL BE INSTALLED ONLY AFTER APPROVAL OF BASE BY THE INSPECTOR.

CITY OF GARDENA PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

APP. BY:

CITY ENGINEER

DATE

CHECKED BY

TRENCH/PAVEMENT REPAIR

DESIGNED BY

JC

DRAWN BY

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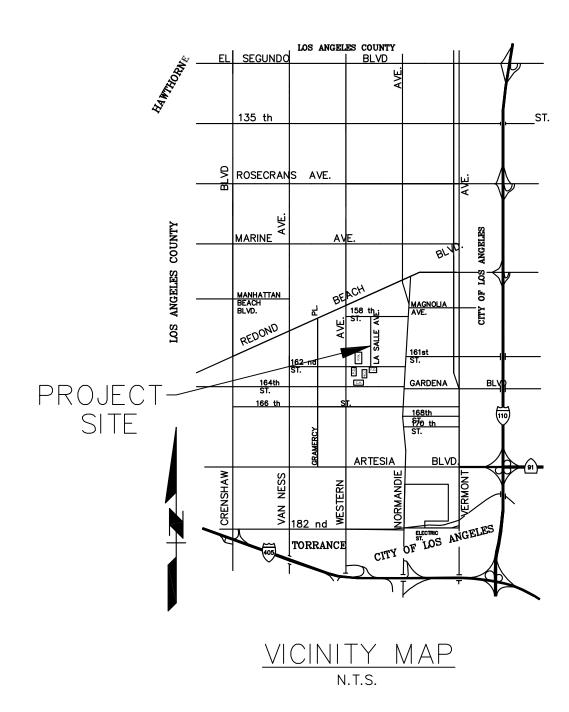
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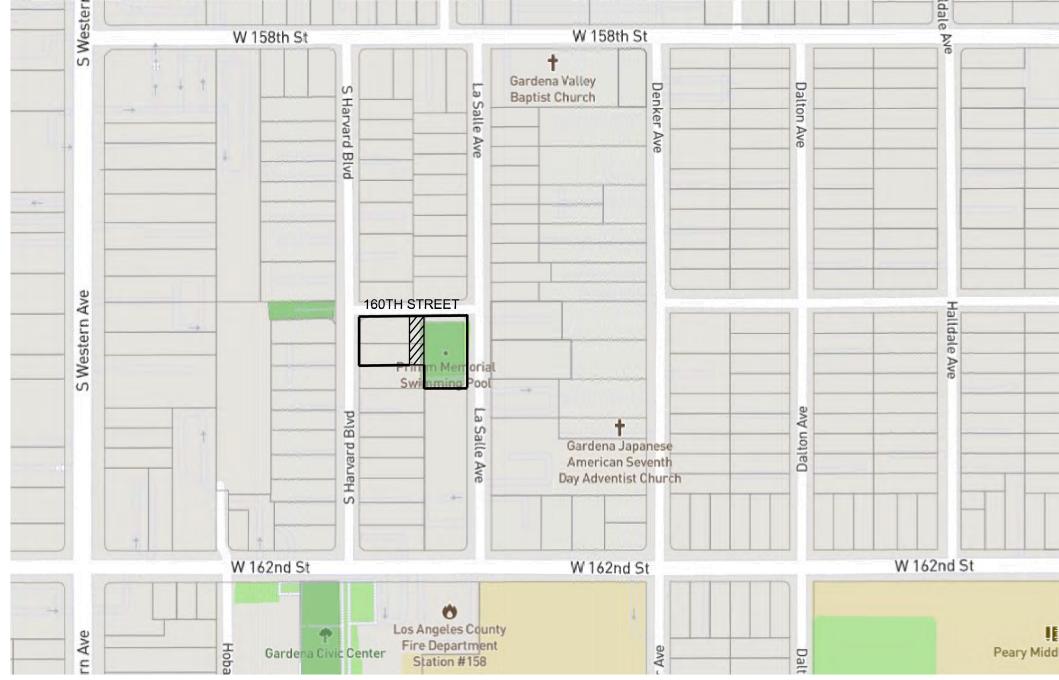
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CITY OF GARDENA PLANS FOR

2QS-RULE 20C, UNDERGROUND UTILITY CONSTRUCTION FOR SCE, ATT, AND CHARTER COMMUNICATION GARDENA COMMUNITY AQUATIC & SENIOR CENTER PROJECT, JN 978



1654 W. 160TH STREET 16010 HARVARD BLVD.



LOCATION MAP

16004 S. HARVARD BLVD.

| S Weste | 1 | 58th St | | W 158th St | | ale Ne |
|---------------|-------|------------------------|--|---|------------|--------------|
| | + + + | S Harvard Blvd | La Salle Ave | nptist Church Denker Ave | Dalton Ave | |
| S Western Ave | 1 | S Harvard Blvd | m Memorial | † Gardena Japanese | Dalton Ave | Halidale Ave |
| | W16 | S2nd St | Ave | American Seventh Day Adventist Church W 162nd St | Da | W 162nd St |
| rn Ave | Hoba | Cauda a Chile Cautan F | Angeles County ire Department Station #158 | Ave | Dalt | Peary |

UTILITY CONTACT NUMBERS:

| COMPANY | <u>CONTACT</u> | TELEPHONE NO. |
|---|----------------------------------|---------------------------------------|
| CITY OF GARDENA P.W. TRAFFIC/ELECTRICAL | JEFF JALOMO | (310) 217-9430 |
| CITY OF GARDENA P.W. SEWER | JOHN SCHERER | (310) 217-9599 |
| METRO. WATER DISTRICT | CIVIL ENG. SUBSTRUCTURE SEC. | (213) 217-7059 |
| L.A. DEPARTMENT OF WATER & POWER | JOSE PORRAS | (213) 367-1049 |
| L.A. SANITATION DISTRICT | JON GANZ | (562) 908-4288 |
| L.A. COUNTY FLOOD CONTROL DISTRICT | DARYLL CHENOWETH | (626) 458-3709 |
| CHEVRON PIPELINE CO. | DAVE ZERLER | (310) 669-4014 |
| CROWN CASTLE | HECTOR AGUILERA | (951) 454-5111 |
| SOUTHERN CALIFORNIA EDISON COMPANY | JOSHUA REMIJIO | (562) 882-2883 |
| SOUTHERN CALIFORNIA GAS COMPANY | SALVADOR GONZALES | (310) 970-4844 |
| GOLDEN STATE WATER CO. | JOSEPH SALICIDO CONDE VENTURA | (310) 660-0320 X101 (310) 701-2500 |
| AT&T/SBC/PACIFIC BELL | RAYMOND DOVE TERENCE LITTLE | (310) 515-4257 (310) 515-4252 |
| TIME WARNER/SPECTRUM | ARTURO FERNANDEZ | (310) 750-9099 |
| CALIFORNIA UNDERGROUND SERVICE ALERT (USA) | | (800) 422-4133 |
| FOR UTILITY INSPECTIONS: | | |
| SOUTHERN CALIFORNIA EDISON COMPANY | JESSE CARRASCO | (310) 779-3195 |
| AT&T/SBC/PACIFIC BELL | CRAIG CHINEN | (310) 408-4518 |
| CHARTER COMMUNICATIONS | JOSE ORTIZ | (310) 429-3459 |
| | | |

| SHEET INDEX | | | | | | | |
|-------------|----------------------------|----------|--|--|--|--|--|
| SHEET NO. | SHEET DESC. | FILE NO. | | | | | |
| 1 | TITLE | 5-2611 | | | | | |
| 2 | SOUTHERN CALIFORNIA EDISON | 5-2611 | | | | | |
| 3 | SOUTHERN CALIFORNIA EDISON | 5-2611 | | | | | |
| 4 | SOUTHERN CALIFORNIA EDISON | 5-2611 | | | | | |
| 5 | AT&T | 5-2611 | | | | | |
| 6 | CHARTER COMMUNICATION | 5-2611 | | | | | |
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SHEET TITLE

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Allan Rigg

DIRECTOR OF PUBLIC WORKS

800-422-4133 T LEAST TWO DAYS

PREPARED BY: CITY OF GARDENA REVISIONS DATE APPROVED DEPARTMENT OF PUBLIC WORKS - ENGINEERING 2QS-RULE 20C, UTILITY UNDERGROUND | INITAL | DATE | APPROVED BY:

| LOOMINONS. I MON TO BEONAMINO MAT CONSTRUCTION, THE CONTRACTOR SIME |
|--|
| VERIFY THE ACTUAL LOCATIONS (VERTICAL AND HORIZONTAL) OF ALL UTILITIES, IN |
| THE FIELD OR COORDINATE SUCH INDEPENDENT VERIFICATION WITH THE PARENT |
| UTILITY COMPANIES AND PROVIDE THE CITY WITH THE POTHOLE INFORMATION. THE |
| CONTRACTOR SHALL PROTECT IN PLACE OR COORDINATE WITH PARENT COMPANY |
| FOR THE RELOCATION OF CONFLICTING UTILITIES ENCOUNTERED DURING |
| |

EXISTING UTILITIES SHOWN ARE BASED ON AVAILABLE RECORDS OF PARENT UTILITY COMPANIES AND MAY NOT ACCURATELY REPRESENT THEIR ACTUAL LOCATIONS. PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE

CONTRACTOR SHALL PROTECT ALL PUBLIC AND PRIVATE PROPERTY

TO ANY STRUCTURES ADJACENT TO THE PROJECT BOUNDARIES.

DURING THE PERFORMANCE OF WORK DONE UNDER THE CONTRACT. THE

THE ENGINEER DOES NOT WARRANT THE ACCURACY OF SCALED DIMENSIONS ON ANY PLAN. ALL DIMENSIONS SHALL BE AS DESIGNATED ON THE PLANS. THE

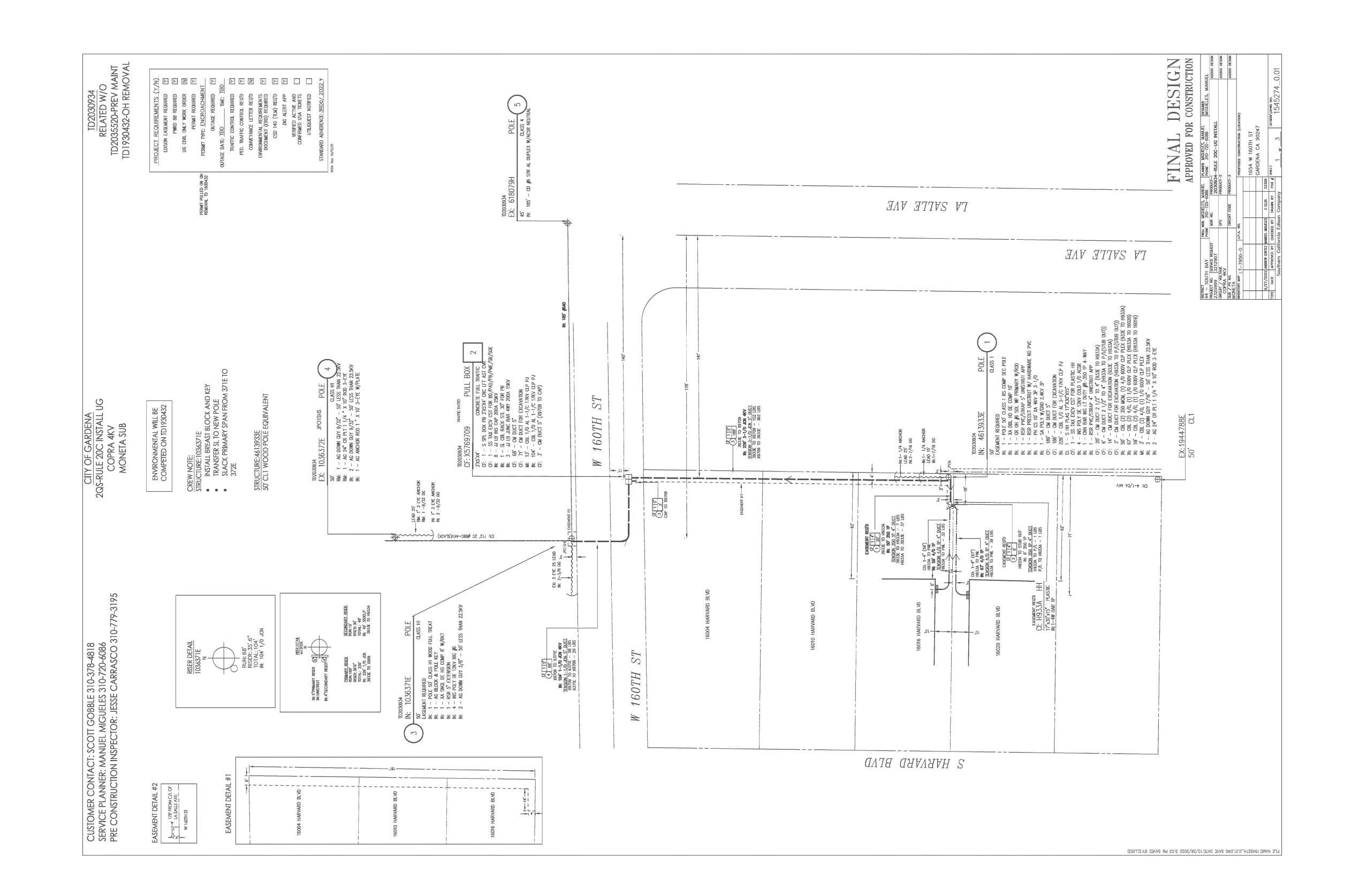
CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS TO AVOID ANY DAMAGE

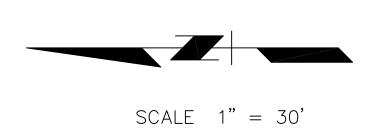
- ADJUST UTILITY VALVE COVERS, UTILITY BOXES, TRAFFIC SIGNAL BOXES, ETC. TO FINISH GARDE. PAYMENT SHALL BE INCLUDED IN THE APPLICABLE CONSTRUCTION BID ITEM AND REFER TO CONSTRUCTION NOTE AND/OR SPECIFICATIONS.
- 6. PROVIDE TRAFFIC CONTROL PER TECHNICAL PROVISIONS.
- ALL SURVEY CENTERLINE TIES AND MONUMENTS THAT ARE DAMAGED OR REMOVED SHALL BE RE-ESTABLISHED. THE SURVEYOR SHALL ALSO ESTABLISH CENTERLINE MONUMENTS AND TIES AT ALL STREET INTERSECTIONS WITHIN THE PROJECT LIMITS WHERE NONE EXISTED PRIOR TO CONSTRUCTION. SEE TECHNICAL PROVISIONS.
- 8. 24 HOUR NOTICE FOR ALL INSPECTIONS REQUIRED.

CONSTRUCTION.

- CONTRACTORS SHALL REMOVE AND DISPOSE OF ALL TRASH AND BROKEN BRANCHES BEFORE AND AFTER PAVING.
- PRIOR TO CUTTING OF ANY ROOTS, CALL PARKS DIVISION AT (310) 217-9564
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION, OBTAINING NECESSARY APPLICABLE PERMITS WITH LOCAL AGENCIES AND OTHER OWNERS HAVING JURISDICTION AND PREPARING REQUIRED DOCUMENTATION NECESSARY FOR
- 12. PROTECT ALL STORM DRAINS, CATCH BASINS, ETC. WITH SAND BAGS, FABRIC, AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES.
- 13. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-422-4133 TWO WORKING DAYS PRIOR TO ANY EXCAVATION WORK.
- 14.

BEFORE YOU DIG UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

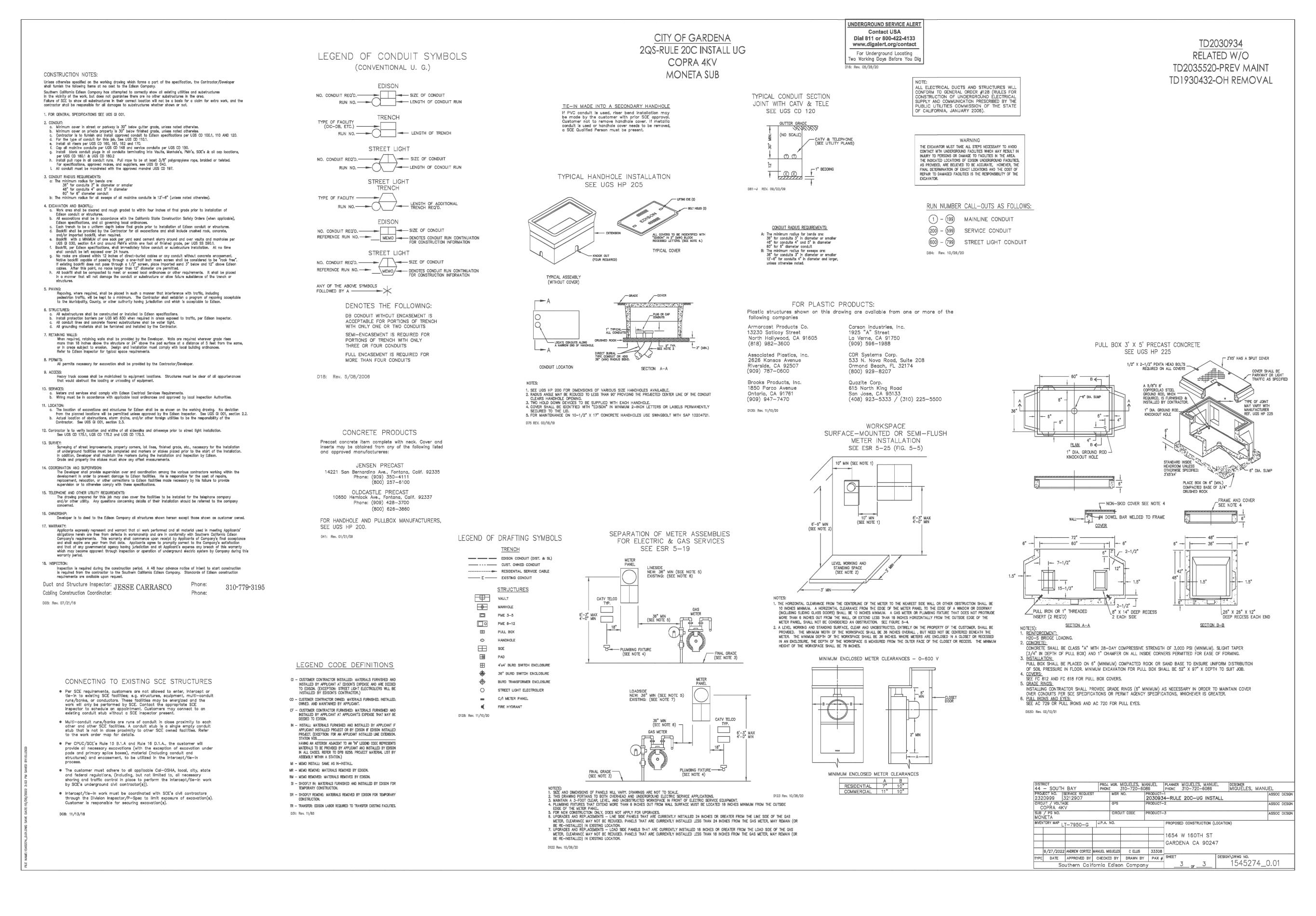




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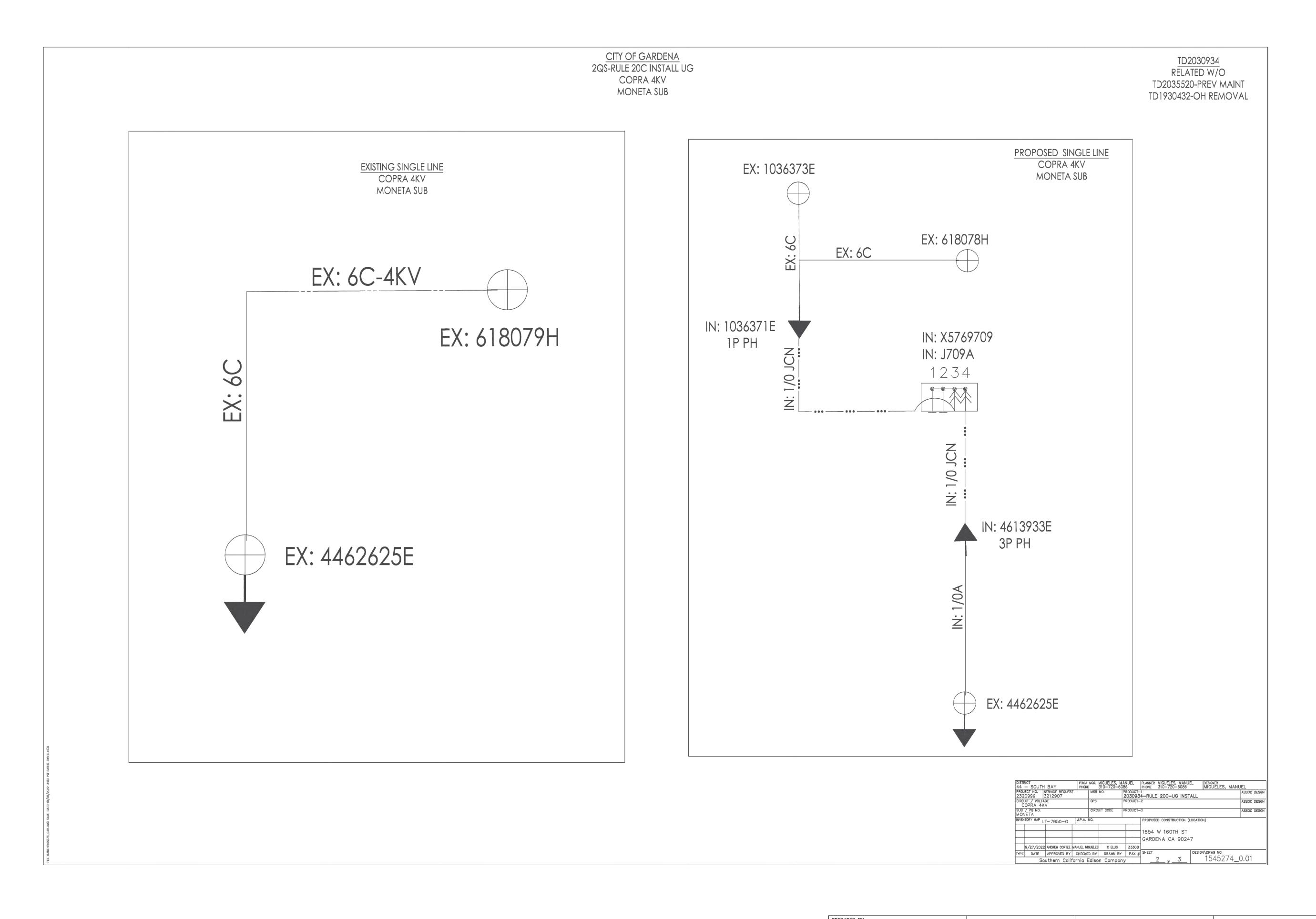
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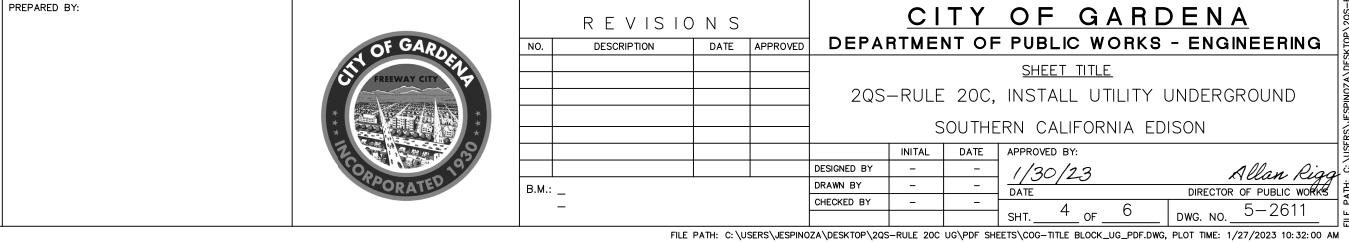
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CITY OF GARDENA AQUATIC & SENIOR CENTER PROJECT

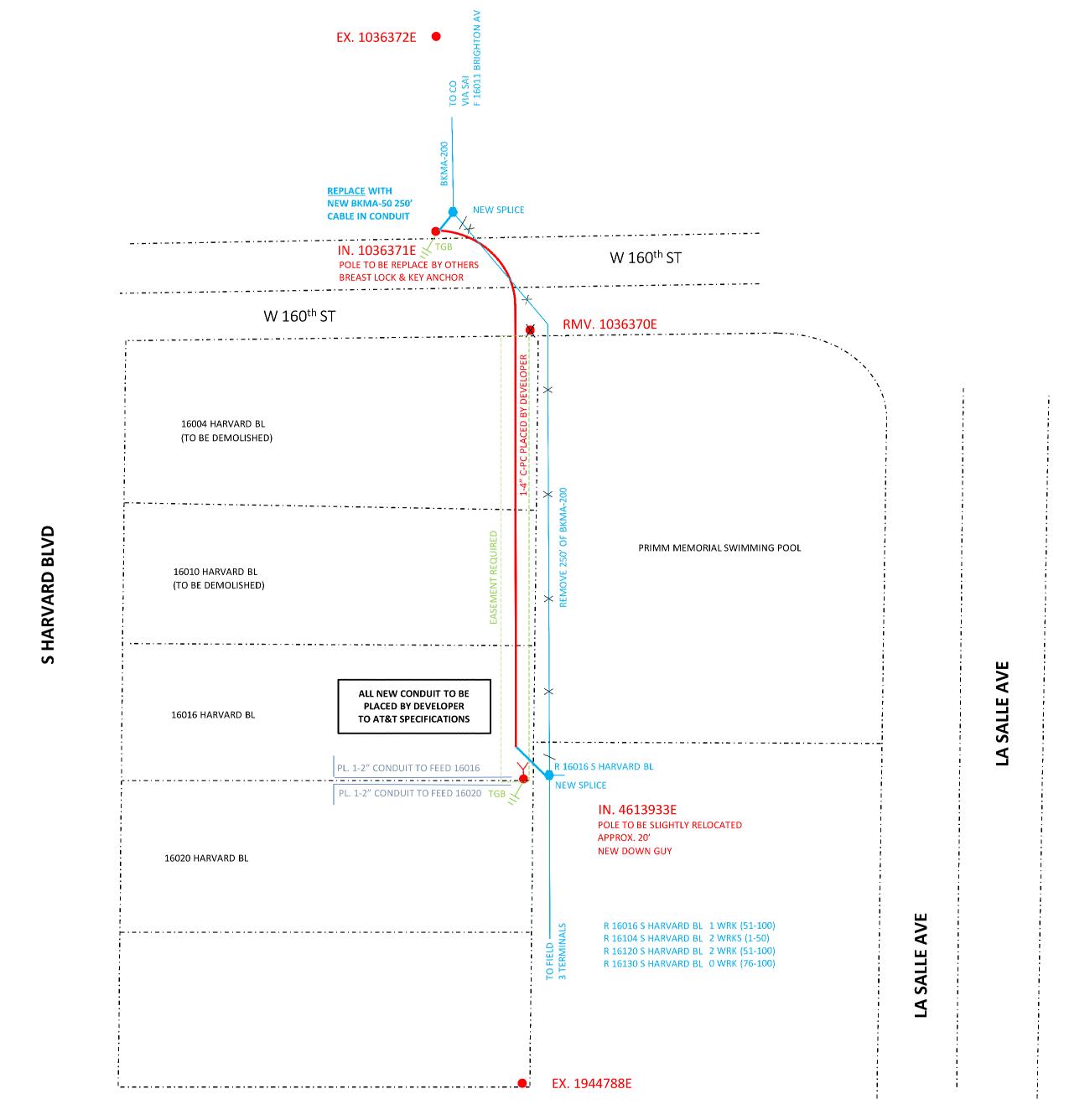
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BILLING INFO: CITY OF GARDENA PUBLIC WORKS DEPARTMENT 1717 WEST 162ND STREET GARDENA, CA 90247-3778

CONTACT INFO: SCOTT GOBBLE UTILITY CONSULTANT (310) 378-4818

AT&T INSPECTION CONTACT:

CRAIG CHINEN AT&T BIC ENGINEER (310) 408-4518 CC1648@ATT.COM



SCALE 1" = 30'

DIGALERT

DIAL TOLL FREE

1-800-422-4133

AT LEAST TWO DAYS

BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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CHARTER APPROVED REDLINE

Inspector

Jose Ortiz | Construction Coordinator | (310) 429-3459 1529 Valley Dr. | Hermosa Beach, Ca 90254

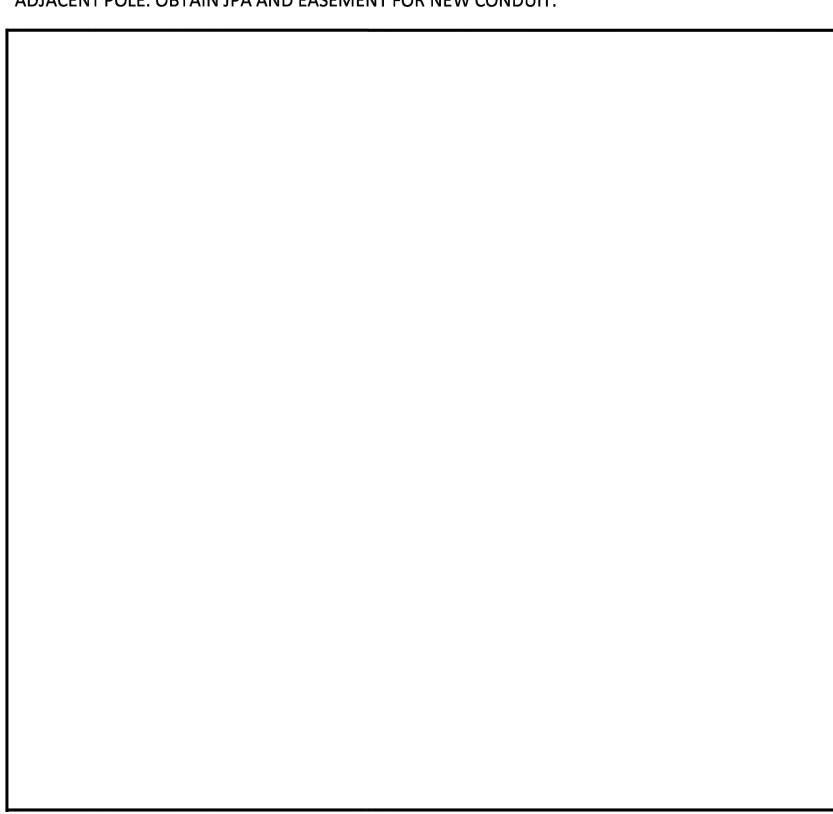
CITY OF GARDENA AQUATIC & SENIOR CENTER PROJECT

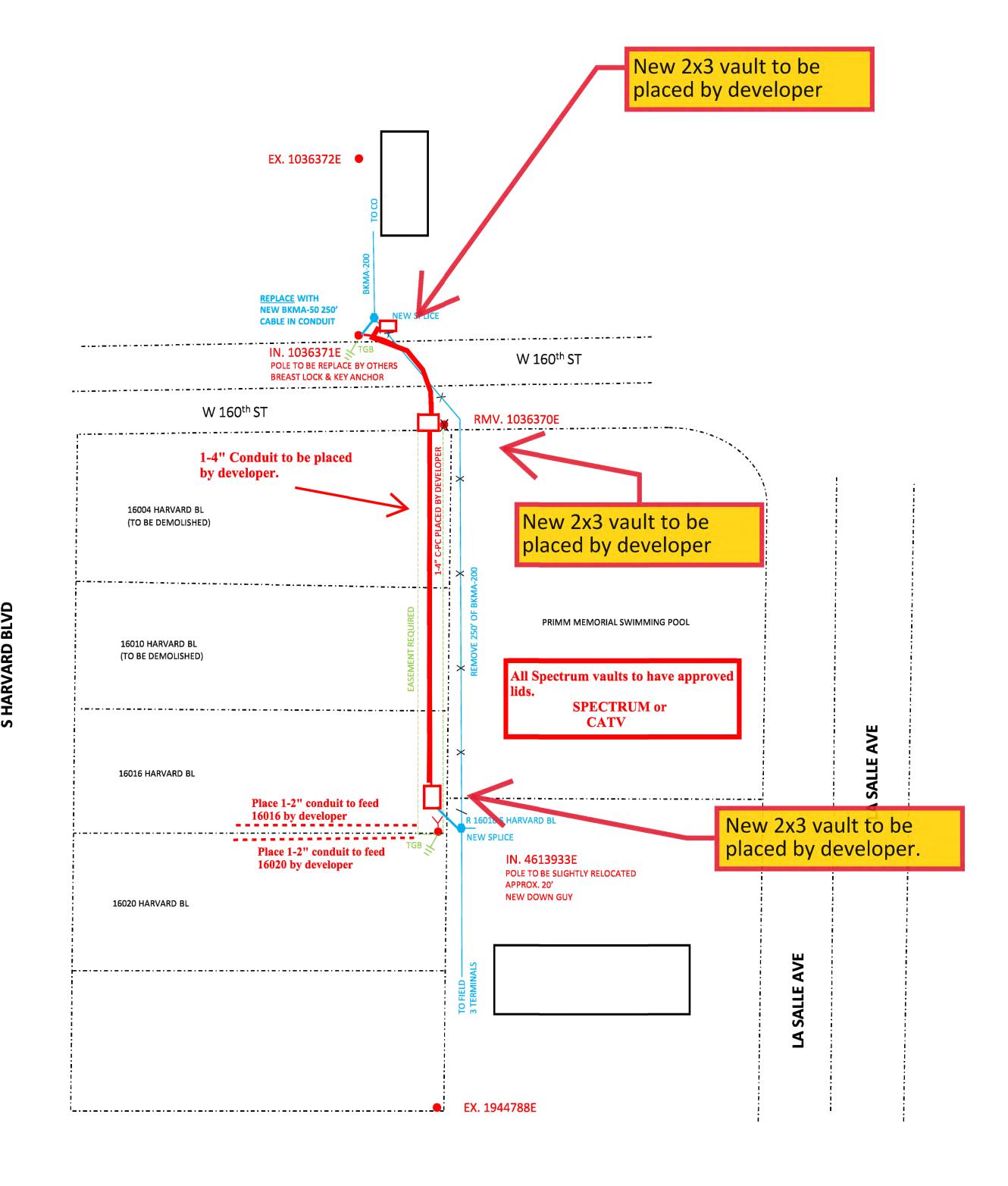
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CITY OF GARDENA
PUBLIC WORKS DEPARTMENT
1717 WEST 162ND STREET
GARDENA, CA 90247-3778

CONTACT INFO: SCOTT GOBBLE UTILITY CONSULTANT (310) 378-4818

SCOPE OF WORK:

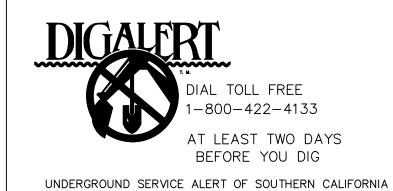
DOWNSIZE AND <u>REPLACE</u> EXISTING COPPER CABLE IN TO UNDERGROUND CONDUIT TO BE PLACED BY THE CUSTOMER. REMOVE EXISTING POLE. PLACE NEW DOWN GUY ON AN ADJACENT POLE. OBTAIN JPA AND EASEMENT FOR NEW CONDUIT.







SCALE 1" = 30'



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Agenda Item No. 17.A
Section: DEPARTMENTAL
ITEMS - RECREATION &
HUMAN SERVICES

Meeting Date: March 14, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approval of the City of Gardena Homeless Strategic Plan from March 2023-December 31, 2025

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve the City of Gardena Homeless Strategic Plan

RECOMMENDATION AND STAFF SUMMARY:

Background

In December 2021, the City of Gardena was awarded \$110,000 via the Innovation Grant funded through Measure H and the South Bay Cities Council of Governments. Funding was to be used to develop a Homeless Strategic Plan and to hire a Homeless Coordinator. Our team released a Request for Proposal in February of 2022. In March of 2022 Gardena hired Focus Strategies to assist in the development of the Homeless Strategic Plan. The City also hired our Homeless Coordinator in July of 2022 to assist with the creation of the plan.

The City's Homelessness Strategic Plan is a planning document that proposes implementation in phases over a three-year period. The plan was developed through extensive participation and outreach to our community. The process included: information gathering, strategy development, and refinement of the plan for adoption. The city met with internal staff, external stakeholders, people with lived experiences, and the community to gather relevant data.

Throughout the months of July and August 2022, input sessions were held with 50 stakeholders, including elected officials, City staff, homelessness response service provider agencies, regional partners, and people experiencing homelessness. A Community Input Session in September 2022 gathered input from community members on their priorities and the best strategies to use in the creation of the Homeless Plan. On September 29, 2022, a Homeless Strategic Plan Study Session was conducted to review and discuss policy and program options to be outlined in the plan. In addition, monthly meetings were scheduled from June to December 2022 to gain input from City staff and incorporate their concerns and

suggestions.

Key components of the plan included:

- 1) Expand City participation in local and regional homelessness system planning bodies,
- 2) Increase coordination between City, local non-profits, and regional homeless service and housing providers,
- 3) Increase education about homelessness in Gardena, and
- 4) Adopt and strengthen policies

Additionally, the city has maintained an information page on its website (https://cityofgardena.org/homelessservices) for several months to provide the community with an opportunity to review and provide feedback regarding the plan. The community was encouraged to review the plan via their social media platforms.

On February 28, 2023, a presentation of the draft plan was presented to the City Council.

Staff respectfully recommends the City Council to approve the City of Gardena Strategic Plan to reduce homelessness in the City of Gardena.

FINANCIAL IMPACT/COST:

The Homeless Strategic Plan is a policy document. Staff will return to the City Council for review and approval of action items as required.

ATTACHMENTS:

City of Gardena Homelessness Strategic Plan_030323.pdf Gardena 2282023 Homeless Plan Presentation.pdf

APPROVED:





City of Gardena Homelessness Strategic Plan

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CITY OF GARDENA HOMELESSNESS RESPONSE PLAN

VISION AND OVERVIEW OF PLAN

A. Vision

The City of Gardena aims to leverage local resources, build on current efforts, and align with the Los Angeles County Homeless Initiatives to maximize impact in preventing and responding to homelessness.

B. Overview

The Homelessness Response Plan provides a roadmap for the City of Gardena and its partners to achieve reductions in homelessness and improved quality of life so that all people in the community live in safe, decent, and affordable housing. The Plan outlines impactful and feasible goals for reducing homelessness and improving responses to homelessness, reflecting regional coordination opportunities and stakeholder expertise.

The Plan is informed by the results of a document review and significant stakeholder input. Four goals are identified to guide the City in achieving reductions in homelessness and improved experiences for unhoused people, stakeholders, and community members. The Plan aligns with proven strategies in homelessness response detailed in the Los Angeles County Plan, *Approved Strategies to Combat Homelessness*. Goals, actions, metrics, timelines, and responsible parties for this Plan are cross-referenced with County strategies.

| Plan Presented to City Council for Adoption | Period of Time Covered by Plan |
|---|-----------------------------------|
| February 2023 | February 2023 - December 31, 2025 |

¹ Los Angeles County Homeless Initiative's *Approved Strategies to Combat Homelessness* may be found at: https://homeless.lacounty.gov/wp-content/uploads/2018/07/HI-Report-Approved2.pdf

PURPOSE OF PLAN

The City of Gardena developed this **Homelessness Response Plan** to guide its efforts to address the needs of people who are at-risk of homelessness and experiencing homelessness within the city. The Plan builds on current efforts and aligns with **Los Angeles**County Homeless Initiatives to maximize impact. It centers on the following goals related to reducing homelessness:

- Reducing inflow into homelessness through targeted prevention and diversion efforts,
- Boosting existing homelessness response efforts through increased coordination and participation in the regional homelessness system,
- Strategically funding local initiatives to reduce homelessness, and
- Promoting housing development and affordability.

PLANNING PROCESS

In early 2022, the South Bay Cities Council on Governments (SBCCOG) formalized funding to support regional cities in the development of homelessness response plans. The City of Gardena elected to participate in this effort to develop a City-specific plan. In March 2022, the City began working with Focus Strategies, the contracted consulting firm for the project, to strategize and engage in planning efforts.

A. Information Gathering and Review

The Plan was developed over a six-month period from April 2022 - November 2022. To inform the goals and actions within the Plan, the City and Focus Strategies engaged with City staff and Task Force members, reviewed data on homelessness within Gardena and the surrounding region, and examined related City policies and planning documents (e.g., Consolidated Plan, Housing Element, etc.). The data and documents provided critical information on the scope of homelessness in Gardena; City, community, and regional resources to prevent and respond to homelessness; and City protocols related to interacting with people experiencing homelessness. Findings from the Information Gathering and Review phase were compiled in the Landscape Analysis of Homelessness in Gardena completed on August 30, 2022.

B. Community Engagement, Goal Setting, and Strategy Development

Throughout the months of July and August 2022, input sessions were held with 50 stakeholders, including elected officials, City staff, homelessness response service provider agencies, regional partners, and people experiencing homelessness. In addition, the City held a Community Input Session and hosted a public survey on its website to provide an opportunity for residents to share views on the most pressing concerns related to homelessness in Gardena. The survey and planning and input sessions explored topics including:

- What are the most urgent issues related to homelessness in Gardena?
- Are there trends you have noticed in the scope or needs of people experiencing homelessness within the city?
- What current resources are available within the city to prevent or respond to homelessness? What are the biggest gaps?
- What is working well, and what opportunities exist for strengthening regional coordination or strategic planning efforts?
- What short-term opportunities for policy, program, or system changes could yield a significant impact in improving outcomes for people experiencing or at-risk of homelessness, if implemented?

Findings from community and stakeholder engagement efforts were presented to City Council during a City Council Study Session on September 29, 2022.

CURRENT STATE OF HOMELESSNESS AND HOMELESSNESS RESPONSE

A. Homelessness in Gardena

The City of Gardena is in the South Bay Region of Los Angeles County, with a population of approximately 61,027. Of the residents in Gardena, 26% identify as Asian alone; 24% as white alone; 21% identify as Black or African American alone; 29% of the city identifies as another race, or multi-racial. 40% of Gardena residents report their ethnicity as Hispanic or Latino.² Approximately half (50.9%) of households are renters in Gardena while 49.1% are homeowners.³ The median household income in Gardena is lower than for Los Angeles

² U.S. Census Bureau, American Community Survey; 2020.

³ U.S. Census Bureau, American Community Survey; 2020.

County as a whole. Approximately 21.2% of households in the City had an annual income under \$25,000 during this reporting period compared to 19.9% of households countywide. An estimated 45.9% of households in Gardena had incomes under \$50,000 annually, while 40.1% of County households fell into this income category.⁴

In January 2022, the Los Angeles Continuum of Care Point-in-Time Count determined there were 122 persons experiencing unsheltered homelessness within Gardena which accounts for less than 2% of the overall homelessness population in LA County. This reflects an increase from 2020 when 97 people were identified and continues a trend increase from earlier years. The methodology⁵ for the Point-in Time Count is standard throughout LA County.

Number of People Experiencing Unsheltered
Homelessness (Point-in-Time Count Data)

140

120

120

80

71

76

40

47

Figure 1. Number of People Experiencing Unsheltered Homelessness Reported in Point-in-Time Counts

Of the people experiencing homelessness within Gardena who were reported through the Point-in-Time Count enumeration process, 100% were unsheltered and none were staying in an emergency shelter program. No emergency shelters or transitional housing programs currently exist within the City. Figure 2 shows the living situations of people experiencing

2019

2020

2022

2018

2017

⁵ Los Angeles Homeless Services Authority Greater Los Angeles Homeless Count Data can be found at https://www.lahsa.org/news?article=893-2022-greater-los-angeles-homeless-count-data

⁴ U.S. Census Bureau, American Community Survey; 2014-2018 (5 Year Estimates).

homelessness within the City at the time of the 2022 Point-in-Time Count. As can be seen in the graph, most people who are experiencing homelessness within the City are living in a vehicle (58%) while others are staying on the streets, in tents, or make-shift shelters.

Location of People Experiencing Homelessness (2022 Point-in-Time Count)

Cars, 24%

Vans, 8%

Make-shift Shelter, 7%

Tents, 2%

Figure 2. Location of People Experiencing Homelessness During the Point-in-Time

Count

B. Homelessness Response & Policy

Analyses of stakeholder input and document review are summarized below and reflect the current state of homelessness response in Gardena.

1. <u>Increases in Homelessness</u>

As with much of the surrounding region and county, homelessness in Gardena has been steadily increasing over the past decade. In Gardena, contributors to the rise in homelessness likely include the lack of affordable housing, inadequate interim and permanent affordable housing resources in the region, and gaps in services that support unhoused people with those service needs to access housing. Many stakeholders expressed concern for the unknown number of individuals and families at-risk of homelessness. Stakeholders also identified concerns about people living unsheltered in unincorporated areas of Los Angeles County that neighbor the City of Gardena.

2. Public Health and Safety Concerns

Concerns for the public health impacts of people experiencing unsheltered homelessness were raised in the information gathering process. Some stakeholders shared safety concerns related to the prevalence or perception of illegal activities, including substance use, in areas frequented by unsheltered people. The City of Gardena Police Department has a designated homeless liaison officer who responds to community concerns related to homeless encampments or unsheltered homelessness. The Gardena Police Department also partners with the County Department of Mental Health to conduct regular outreach with people experiencing homelessness who have behavioral health service needs with the goal of engaging people and connecting them with available services. In addition, outreach services through the Los Angeles Homeless Services Authority (LAHSA) are conducted once per week and upon request in Gardena. People Assisting the Homeless (PATH) also conduct outreach once a week and joint outreach is conducted by LAHSA, PATH and Mental Health America of Los Angeles (MHALA) every other week in Gardena.

3. Lack of Affordable Housing

In addition to a lack of units dedicated to people currently experiencing homelessness, stakeholder input and the review of documents and data available indicate that a dearth of affordable housing exists in Gardena. Fifty-eight percent of respondents to the City's online survey identified affordable housing as a gap within the city as it relates to community concerns about homelessness. Concerns related to rising housing costs and the lack of new or available affordable housing units are echoed in the City's HUD Consolidated Plan and Annual Action Plan and the City's Housing Element. The City of Gardena has adopted goals within the Housing Element that are intended to advance affordable housing efforts. These include:

- Providing a variety of housing options to meet the needs of all residents including seniors, low-income households, and people experiencing homelessness,
- Working with the Los Angeles County Development Agency (LACDA) to promote acceptance of Housing Choice Vouchers (HCVs) through outreach and education to renters, rental property owners and managers, and
- The City's Emergency Services Program will assist 350 persons annually who are at-risk of becoming homeless.

4. Strengths

The City of Gardena has taken action to reduce homelessness in several ways, notably by recently hiring Homeless Coordinator for the City within the Human Services Division Emergency Services program. The Emergency Services program operates a food pantry five days per week and provides people experiencing homelessness with food, hygiene supplies, case management, and referrals to community programs.

Data demonstrates regional linkages to the Los Angeles Coordinated Entry System are working to connect many Gardena residents experiencing homelessness to housing. In the last yearly reporting period from July 1, 2021 - June 30, 2022, 287 persons were assessed by providers and referred to the regional system. Fifty-six percent of persons referred to the system were linked to emergency or interim shelter while 34 percent were connected to Rapid Rehousing programs and 17 percent were placed into permanent housing. These numbers indicate there are strategies in place that are working for many and that can be built on to further strengthen the City of Gardena's response to homelessness.

5. Other services are provided to Gardena residents including a rent mediation program which is available to safeguard tenants from unreasonable rent increases. The rent mediation program requires property managers to provide advanced notice of rental increases and offers tenants the right to request mediation to dispute the increase. Additionally, the South Bay Workforce investment Board is contracted with the City to provide workforce training, transitional subsidized employment, and paid work experience. These programs are available to all City of Gardena residents and not targeted to those experiencing homelessness. Programs with broader target populations are unlikely to play a significant role in preventing or resolving homelessness but is part of the landscape of services in the community. Needs and Gaps in Resources

Currently, no emergency shelters or transitional housing programs operate within the City. The closest emergency shelters are in Los Angeles and Wilmington, and there is a LA Safe Parking program located nearby in Hawthorne. Hotel and motel vouchers are available but are limited due to funding constraints and specific eligibility criteria.

The following gaps in homelessness response were identified within the City:

- Rental assistance including re-housing and homelessness prevention;
- Affordable rental housing available and dedicated to people experiencing homelessness;

- Emergency housing options; and,
- Hygiene services such as mobile bathrooms and showers.

C. Summary of Findings

Based on information gathered through the data collection and stakeholder engagement process, there are four key findings related to homelessness within Gardena:

- 1. Homelessness has increased over recent years and is a common concern in the community.
- 2. There are public health and safety concerns associated with people experiencing homelessness, particularly unsheltered homelessness.
- 3. Homelessness response services and housing linkages are working for some unhoused people; in-depth analysis is needed on strategies to scale current successes and expand housing opportunities for unhoused people in Gardena.
- 4. There is an insufficient supply of affordable housing for current and future needs of residents in the city.

D. Plan Development

Based on the findings from the information gathering and stakeholder engagement process, the City of Gardena, with support from Focus Strategies, identified key goals for the City's Homelessness Response Plan with a focus on homelessness prevention and enrichment of existing services. To achieve successful implementation of each goal, supporting actions, major tasks, metrics, and project leads were established for each goal area.

HOMELESSNESS RESPONSE PLAN GOALS

The City of Gardena identified the following goals to respond to community concerns related to homelessness and align with broader regional system strategies, approaches, and efforts:

- A. Strategically expand City participation in local and regional homelessness system planning bodies that support homelessness prevention and response strategies for households in Gardena.
- B. Increase coordination between City, local non-profits, and regional homeless service and housing providers to leverage resources and foster a more robust homelessness response in Gardena.

- C. Increase education about homelessness in Gardena to expand awareness about best practices and available resources.
- D. Adopt and strengthen policies to promote affordable housing preservation and development within the City.

A-1. Goal

Strategically expand City Participation in local and regional homelessness system planning bodies that support homelessness prevention and response strategies for households in Gardena.

This goal ties to the following Los Angeles County Homeless Initiative Strategies:

- A1/A5: Prevent Homelessness for Families and Individuals
- <u>D5: Support for Homeless Case Managers</u>
- E7: Strengthen the Coordinated Entry System
- <u>E14: Enhance Services for Transition Age Youth</u>

A-2. Supporting Actions

The table below outlines major tasks that will be required to achieve Goal A. The table reflects anticipated timeframes for completion of each task. In some cases, the timeline may be adjusted when implementation is underway to respond to emerging or extenuating circumstances.

Action 1: Continue to convene Gardena Homeless Taskforce on a regular basis to strategize responses to issues and concerns related to homelessness and monitor progress towards City Homeless Plan goals.

| Major Tasks | Timeline | Key Stakeholders Involved |
|---------------------------------------|--------------|---------------------------|
| Develop and share calendar of | January 2023 | City Departments |
| upcoming meetings with Taskforce | | |
| members. | | |
| Develop and present regular updates | Quarterly | Recreation and Human |
| to City Council regarding Taskforce | | Services Department |
| efforts and outcomes. | | |
| Develop and present regular updates | Bi-annually | Recreation and Human |
| to general public regarding Taskforce | | Services Department |
| efforts and outcomes. | | Taskforce Members |

| Develop system for monitoring goals and continuously improving outcomes. | March 2023; Review Annually | Recreation and Human Services DepartmentTaskforce Members |
|---|---|--|
| Action 2: Participate in Greater Los Ange | eles Point-in-Time (| Count. |
| Major Tasks | Timeline | Key Stakeholders Involved |
| Participate in countywide planning efforts. | Ongoing | Recreation and Human Services Department Gardena Police Department |
| Coordinate internal City department efforts to participate in PIT Count. | October - January, each year | Recreation and Human Services Department Gardena Police Department |
| Utilize City and LAHSA communications platforms to recruit volunteers for PIT Count. | December - January, each year | Recreation and Human Services Department Homeless Task Force Gardena Police Department |
| Develop communications strategy for communicating results of PIT count to City Council and general public. | February, each year | Recreation and Human Services DepartmentEmergency Services Dept |
| Action 3: Continue to participate in SBC | COG homelessnes | s response efforts. |
| Major Tasks | Timeline | Key Stakeholders Involved |
| Attend and participate in SBCCOG meetings related to housing and homelessness; maintain ongoing communications. | Ongoing | Recreation and Human Services Department |
| Explore funding and partnership opportunities for new services or resources that are made available through the SBCCOG. | December 2023; Reviewed Quarterly | Recreation and Human Services Department Community Development Department Regional partners |
| Action 4 : Participate in regional homeless Lead Agencies. | ssness prevention a | and response efforts led by SPA |
| Major Tasks | Timeline | Key Stakeholders Involved |

| Coordinate with SPA 8 Lead Agencies | January 2023 | Recreation and Human |
|--------------------------------------|--------------|----------------------|
| to identify appropriate regional | | Services Department |
| meetings to attend. | | |
| Attend and participate in identified | Ongoing | Recreation and Human |
| meetings. | | Services Department |

Action 5: Encourage participation in regional problem-solving trainings for key city dept staff who frequently engage with persons experiencing, or at-risk of, homelessness.

| Major Tasks | Timeline | Key Stakeholders Involved |
|--|---|--|
| Maintain communications with regional and countywide providers to identify potential training opportunities. | Ongoing | Recreation and Human Services Department |
| Identify and recruit key staff to participate in trainings. | March 2023; Reviewed Bi- annually | Recreation and Human Services Department |
| Incorporate regional training into onboarding and ongoing learning for key staff. | June 2023; Reviewed annually | Recreation and Human Services Department |
| Develop survey to identify key learnings by key staff participating in trainings. | June 2023 | Recreation and Human Services Department |

Action 6: Utilize the regional Homeless Management Information System (HMIS) and Coordinated Entry System to:

- Support improvement of local data on people experiencing homelessness, and
- Streamline referrals to resources within the regional system.

| Major Tasks | Timeline | Key Stakeholders Involved |
|---|---|--|
| Develop and deliver reports on efforts and outcomes to taskforce, city council and general public related to homelessness response | March 2023; Quarterly; Bi- annually; as needed | Recreation and Human Services Department Homelessness Taskforce |
| Create process for tracking and referral utilizing the HMIS system. | June 2023 | Recreation and Human Services Department |

A-3. Necessary Policy or Administrative Changes to Achieve Goal

This goal may require policy or administrative changes should new partnership or funding opportunities be pursued through the local and regional coordination efforts.

A-4. Goal Measurement

Metric-1: Taskforce meetings are held regularly with consistent and significant attendance; agenda items include current issues and concerns; monitoring of Plan goals occurs; reporting to City Council and general public occurs regularly.

- <u>Data Sources:</u> City department internal memos/updates
- Internal Progress Management Lead: Homeless Taskforce Chair/Co-chair

Metric-2: City Department participation in annual Greater Los Angeles Point-in-Time Counts.

- <u>Data Sources</u>: City Department internal memos/updates
- Internal Progress Management Lead: City Homelessness Coordinator/City Lead

Metric 3: City department regularly participates in regional homelessness response meetings, such as those convened by the South Bay Cities Council of Governments and SPA 8 Lead Agencies.

- <u>Data Sources:</u> City department internal memos/updates
- Internal Progress Management Lead: City Homelessness Coordinator

Metric 4: Development and delivery of reports on referrals to regional Coordinated Entry System through the Homeless Management Information System (HMIS).

- <u>Data Sources</u>: HMIS generated reports; quarterly CES reports from LAHSA
- Internal Progress Management Lead: City Homelessness Coordinator

A-5. City Resources Leveraged to Achieve Goal

Staff time will be needed for activities including but not limited to:

- participation in meetings and activities of the Gardena Homeless Taskforce;
- planning for and participation in the Greater Los Angeles Point-in-Time Count;
- participation in SBCCOG Homeless Taskforce meetings and SPA coordination meetings;

- reviewing and responding to concerns related to homelessness and assisting with referrals;
- developing training surveys and methods to track services delivered;
- and preparation and delivery of reports on activities to City Council.

Accomplishing the actions for this goal may require utilization of City of Gardena communication platforms, including the City's website.

B-1. Goal

Increase coordination between City, non-profit organizations, community partners, and regional homeless service and housing providers to leverage resources and foster a more robust homelessness response in Gardena.

This goal ties to the following Los Angeles County Homeless Initiative Strategies:

- A1/A5: Prevent Homelessness for Families and Individuals
- E7: Strengthen the Coordinated Entry System

B-2. Supporting Actions

The table below outlines major tasks that will be required to achieve Goal B. The table reflects anticipated timeframes for completion of each task and/or timeline may be adjusted when implementation is underway to respond to emerging or extenuating circumstances.

Action 1: Operate the City's homelessness prevention program through the Emergency Services Division of the Recreation and Human Services Department to serve individuals and families at-risk of homelessness.

| Major Tasks | Timeline | Key Stakeholders Involved |
|---|----------|--|
| Provide prevention and diversion services to individuals and family | Ongoing | Recreation and Human Services Department |
| households at risk of homelessness. | | Los Angeles Homeless Services Authority |
| | | • PATH |
| | | Harbor Interfaith |
| | | South Bay City Council of Government |

| Develop report for tracking | June 2023 | Recreation and Human |
|-------------------------------------|------------|------------------------|
| implementation and effectiveness of | | Services Department |
| prevention and diversion services. | | |
| In coordination with SBCCOG and | Dec. 2023; | Recreation and Human |
| LAHSA, evaluate outcomes of | Reviewed | Services Department |
| prevention and diversion efforts. | Quarterly | Homelessness Taskforce |

Action 2: Identify opportunities to leverage or designate city resources for prevention and diversion program expansion and/or sustainability beyond current program period.

| Major Tasks | Timeline | Key Stakeholders Involved |
|---|--|--|
| Research potential funding and apply where applicable. | June 2023; review quarterly or as needed as new funding | Recreation and Human Services Department Community Development Department |
| Present outcomes and updates to City Council for consideration. | emerges Quarterly | Recreation and Human Services Department Community Development Department |

Action 3: Leverage partnerships and opportunities to expand access to basic needs services within Gardena (showers, laundry, mailing address, transportation resources, etc).

| Major Tasks | Timeline | Key Stakeholders Involved |
|---|--|--|
| Develop a plan with regional and city | June 2023; | Recreation and Human |
| partners to evaluate opportunities that | Review | Services Department |
| could be developed for Gardena residents. | quarterly or as needed as new funding emerges | Community Development Department |
| Review and identify new opportunities for services with Homeless Taskforce. | Bi-monthly | Recreation and Human Services Department |
| | | Homelessness Taskforce |

Action 4: Formalize partnerships and leverage opportunities to expand outreach and engagement services focused on people living unsheltered in Gardena including Gardena/ Hawthorne Mental Evaluation Team (GHMET).

| Major Tasks | Timeline | Key Stakeholders Involved |
|--|------------|---------------------------|
| Host a partner meeting between the | March 2023 | L.A. County Department |
| City of Gardena, City of Hawthorne and | | Mental Health |
| the L.A. County Department of Mental | | Gardena PD |
| Health to explore opportunities to | | Neighboring Cities |

| expand outreach and engagement services in Gardena. | | • | Recreation and Human Services Department |
|---|-----------|---|---|
| Explore opportunities to expand formal partnerships between service | June 2023 | • | Recreation and Human Services Department |
| providers and Gardena/Hawthorne Mental Evaluation Team (GHMET). | | • | Gardena PD-GMHET |

Action 5: Leverage regional programs to support access to temporary placements (emergency/transitional housing). Explore partnerships and opportunities to improve access to emergency housing.

| Major Tasks | Timeline | Key Stakeholders Involved |
|---|----------------|--|
| Increase utilization of the Los Angeles | December | Recreation and Human |
| Coordinated Entry System. | 2023; Reviewed | Services Department |
| | Quarterly | Homeless Coordinator |
| Increase utilization of the L.A. Safe | December | Recreation and Human |
| Parking program in neighboring Cities. | 2023; Reviewed | Services Department |
| C | Quarterly | Homeless Coordinator |
| | | Neighboring Cities |

Action 6: Explore and, as appropriate, pursue opportunities to apply for and/or direct funds to existing strategies and programs addressing homelessness in Gardena.

| Major Tasks | Timeline | Key Stakeholders Involved |
|--------------------------------------|-----------|---------------------------|
| Present outcomes and updates to City | As Needed | Recreation and Human |
| Council for consideration. | | Services Department |
| Review funding opportunities on an | Quarterly | Recreation and Human |
| ongoing basis. | | Services Department |

B-3. Policy or Administrative Changes to Achieve Goal

This goal may require policy or administrative changes should new partnership or funding opportunities be pursued.

B-4. Goal Measurement

Metric-1: Delivery of prevention and/or diversion assistance for a minimum of 25 households per quarter. Measure effectiveness and establish baseline for improvement.

- <u>Data Sources:</u> Emergency Services data tracking, HMIS
- Internal Progress Management Lead: Emergency Services Division

Metric-2: Identify local resources that could be pursued to support expansion and sustainability of prevention and diversion programs.

- <u>Data Sources</u>: Internal City Department memo/update
- Internal Progress Management Lead: Emergency Services and Community Development

Metric 3: Increase access to services for unhoused people in Gardena.

- <u>Data Sources</u>: Internal tracking of resource availability; posting on City website
- Internal Progress Management Lead: Homeless Coordinator

Metric 4: Increase outreach activities to unsheltered populations with complex behavioral health service needs in the City of Gardena.

- Data Sources: LAHSA CES quarterly reports; GHMET reports; HMIS
- <u>Internal Progress Management Lead:</u> Homeless Coordinator/Gardena Police Department.

Metric 5: Increased placements in emergency and permanent housing for City of Gardena unsheltered residents.

- Data Sources: LAHSA CES quarterly reports; Annual Point in Time Count data; HMIS
- Internal Progress Management Lead: Emergency Services Department

Metric 6: Analyze potential funding opportunities with eligible uses of funds that include homelessness and housing programs and make appropriate recommendations.

- Data Sources: Internal City Department memo/update
- Internal Progress Management Lead: Emergency Services Department

B-5. City Resources Leveraged to Achieve Goal

Should the City decide to leverage and/or dedicate staffing towards prevention and/or diversion efforts for residents of Gardena, there will be associated financial costs. These costs will be researched and reviewed as part of the implementation process for this goal. In addition, staff time will be needed for activities including but not limited to:

- participation in planning, operation, and evaluation of prevention and problem solving activities;
- coordination with SBCCOG and regional providers regarding resource connections;

- participation in applicable trainings and/or review of relevant resources on best practices; and
- research and staff analysis of potential funding sources to support service expansion.

C-1. Goal

Increase education about homelessness within Gardena to expand awareness of best practices and available resources.

This goal ties to the following Los Angeles County Homeless Initiative Strategies:

- A1/A5: Prevent Homelessness for Families and Individuals
- B3: Expand Rapid Rehousing
- B4: Facilitate Utilization of Federal Housing Subsidies
- <u>E6: Expand Countywide Outreach System</u>

C-2. Supporting Actions

The table below outlines major tasks that will be required to achieve Goal C. The table reflects anticipated timeframes for completion of each task and/or timeline may be adjusted when implementation is underway to respond to emerging or extenuating circumstances.

Action 1: Develop and implement a training strategy for city departments regarding availability of and ways to access homelessness response resources. The training may be developed internally or in partnership with local or regional entities with expertise in available resources.

| Major Tasks | Timeline | Key Stakeholders Involved |
|--|------------|---------------------------------|
| Determine list of key departments and | March 2023 | Recreation and Human |
| personnel for participation in | | Services Department |
| training(s). | | Community Development |
| | | Gardena PD |
| | | Gardena Transportation (GTRANS) |
| Determine if project deliverables will | March 2023 | Recreation and Human |
| be designed internally or via a | | Services Department |
| contracted provider. | | |

| Draft or review training materials; | June 2023 | • | Recreation and Human |
|--|-----------|---|---|
| Finalize and present developed | | | Services Department |
| materials. | | | |
| | | | |
| Maintain and/or coordinate with | Ongoing | • | Recreation and Human |
| Maintain and/or coordinate with regional provider to receive regularly | Ongoing | • | Recreation and Human Services Department |

Action 2: Develop partnership with schools and organizations that serve families with children and provide regular updates on available resources including homelessness prevention resources.

| Major Tasks | Timeline | Key Stakeholders Involved |
|--|------------|--|
| Identify and outreach to potential partners such as: LA Unified school | June 2023 | Recreation and Human Services Department |
| district, City departments, County departments, etc. | | McKinney Vento Liaison with LA Unified School District |
| | | Gardena Community of Schools |
| | | Recreation and Human Services Department |
| Develop an ongoing communications strategy for continued engagement. | March 2023 | Recreation and Human Services Department |
| Develop schedule for updates to relay resources on City website and other communication platforms. | March 2023 | Recreation and Human Services Department |

Action 3: Develop and implement a communications strategy to increase awareness within Gardena about homelessness and available prevention and response resources, including an approach that is tailored toward local schools, healthcare facilities and the business community.

| Major Tasks | Timeline | Key Stakeholders Involved |
|--|------------|---|
| Decide upon key elements of | March 2023 | Recreation and Human |
| communications strategy (e.g., | | Services Department |
| website, town halls, monthly meetings, | | Homeless Task Force |
| listserv etc.). | | |
| Determine if project deliverables will | March 2023 | Recreation and Human |
| be designed internally or via a | | Services Department |
| contracted provider. | | |
| Research and/or review effective | March 2023 | Recreation and Human |
| communications strategy samples. | | Services Department |

| Draft and/or review initial draft | June 2023 | Homeless Task Force |
|---|-----------|----------------------|
| materials; finalize and publish/present | | |
| developed materials. | | |
| Review and update materials at regular | Ongoing | Recreation and Human |
| intervals. | | Services Department |

C-3. Necessary Policy or Administrative Changes to Achieve Goal

This goal may require policy or administrative changes to support new partnerships or institutionalize new training protocols.

C-4. Goal Measurement

Metric 1: Track number of staff trained, and trainings held.

- <u>Data Sources:</u> Internal City Department memo/update; staff training agendas and rosters
- <u>Internal Progress Management Lead:</u> Emergency Services Department

Metric 2: Track number of engagements with schools and organizations that serve seniors, veterans, and families/youth to provide resource information.

- <u>Data Sources</u>: Internal City Department memo/update
- Internal Progress Management Lead: Emergency Services and Community Development

Metric 3: Completion and publication of communication materials. Track community engagement activities and participation.

- <u>Data Sources:</u> City department internal memos/updates
- <u>Internal Progress Management Lead</u>: Emergency Services and Community Development

C-5. City Resources Leveraged to Achieve Goal

Staffing time will be needed for related activities including but not limited to; developing partnerships with other regional partners, engaging key homeless services providers, and collaborating with the Continuum of Care (LAHSA). Additionally, City resources may be required to cover materials and printing costs associated with outreach and communication strategies.

D-1. Goal

Adopt and strengthen policies to further promote affordable housing preservation and development within the city.

This goal ties to the following Los Angeles County Homeless Initiative Strategies:

- F4: Development of Second Dwelling Units Program
- F5: Incentive Zoning/Value Capture Strategies
- F7: Preserve and Promote the Development of Affordable Housing for Homeless
 Families and Individuals

D-2. Supporting Actions

The table below outlines major tasks that will be required to achieve Goal D. The table reflects anticipated timeframes for completion of each task and/or timeline may be adjusted when implementation is underway to respond to emerging or extenuating circumstances.

Action 1: Explore opportunities within Housing Element to monitor and preserve existing affordable housing and to expand housing stock prioritizing households in low and very low-income thresholds.

| Major Tasks | Timeline | Key Stakeholders Involved |
|---|---------------|--|
| Staff to develop Housing Element schedule, review existing conditions, issues, opportunities, and challenges including assessment of appropriateness for homelessness housing and Accessory Dwelling units targeted to extremely low income households. | December 2023 | Recreation and Human Services Department Office of City Manager |
| Conduct housing assessment and needs analysis, survey vacant developable land, and housing production constraints analysis. | December 2024 | Recreation and Human Services Department |
| City staff to explore potential policies and programs that will develop various housing types for low and very low-income households. | December 2024 | Recreation and Human Services Department |

| Draft Housing Element and facilitate | June 2029 | Recreation and Human |
|--|----------------|--|
| community engagement process. | | Services Department |
| Finalize and adopt Housing Element Update. | September 2029 | Community Development Department |
| | | Recreation and Human Services Department |

Action 2: Develop an engagement and outreach strategy to strengthen partnerships with Gardena landlords and property owners to educate and encourage renting to individuals or families with housing subsidies or other third-party rental assistance.

| · · | | |
|--|----------------|--|
| Major Tasks | Timeline | Key Stakeholders Involved |
| Identify regional partners like Los Angeles Development Authority to leverage existing landlord and property owner engagement opportunities. | March 2023 | Recreation and Human Services Department LAHSA South Bay City Council of Government Community development department Office of City Manager |
| | | Homeless Task Force |
| Meet with regional partners to determine opportunities to provide outreach and engagement in Gardena. | June 2023 | Recreation and Human Services Department |
| Develop plan to engage landlords in City. | June 2023 | Recreation and Human Services Department Community Development Department Office of City Manager Rent Mediation Board |
| Refining materials and/or creation of outreach materials. | September 2023 | Recreation and Human Services Department |

Action 3: Develop and post a listing of affordable rentals in Gardena for public access.

| Major Tasks | Timeline | Key Stakeholders Involved |
|------------------------------------|------------|---------------------------|
| Explore regional opportunities for | March 2023 | Recreation and Human |
| partnerships. | | Services Department |

| Identify mechanism for engaging | June 2023 | • | Recreation and Human |
|---------------------------------------|-----------|---|------------------------|
| Gardena landlords and property | | | Services Department |
| owners to participate in a listing of | | | |
| affordable rentals in the City. | | | |
| Determine who is responsible for | June 2023 | • | Recreation and Human |
| maintenance of an up-to-date listing | | | Services Department |
| of affordable housing rentals in | | • | Community Development |
| Gardena and how it will be updated. | | | Department |
| | | • | Office of City Manager |
| | | | Rent Mediation Board |

Action 4: Explore opportunities to utilize HUD HOME-ARP and PLHA funding for affordable housing with dedicated units to households who are at-risk of experiencing homelessness.

| Major Tasks | Timeline | Key Stakeholders Involved |
|--|---------------|--|
| Evaluating opportunities to utilize HUD HOME-ARP and PLHA funding | December 2023 | Community development department |
| with housing development projects in the City of Gardena to create affordable units for unsheltered populations. | | Recreation and Human Services Department |

D-3. Policy or Administrative Changes to Achieve Goal

This goal may require City of Gardena policy or administrative changes related to land use or zoning requirements affecting affordable housing development or preservation.

D-4. Goal Measurement

Metric 1: Inclusion of specific strategies within Housing Element that address needs of people at-risk or experiencing homelessness.

- <u>Data Sources:</u> City department internal memos/updates; revised Housing Element document
- <u>Internal Progress Management Lead:</u> Homeless Taskforce Chair/Co-chair

Metric 2: Increased number of identified Gardena landlords and Property Owners actively engaging in housing subsidy programs or other third-party rental assistance programs.

- <u>Data Sources:</u> City Department internal memos/updates
- Internal Progress Management Lead: City Homelessness Coordinator/City Lead

Metric 3: Completion of a listing of affordable rentals in Gardena. Creation of an effective system to regularly update the listing for optimal public access and utilization.

- <u>Data Sources</u>: City department internal memos/updates; completed listing
- <u>Internal Progress Management Lead:</u> Homeless Coordinator

Metric 4: Identify available funding streams through HUD HOME-ARP and PLHA

- <u>Data Sources:</u> City department internal memo/update
- <u>Internal Progress Management Lead:</u> Emergency Services and Community Development

D-5. City Resources Leveraged to Achieve Goal

Staffing time will be needed for related activities including but not limited to; participation in exploring, developing, and evaluating policies and funding sources to further promote affordable housing preservation and development within the city. Should the City decide to leverage and/or dedicate staffing towards the exploration of funding and/or development of affordable housing preservation efforts, there will be associated financial costs. These costs will be researched and reviewed as part of the implementation process for this goal. Funding may also be required to support landlord outreach and engagement strategies, such as establishing a risk mitigation fund for landlords, depending on the specific components of the engagement strategy developed under Action 2.

PLAN IMPLEMENTATION LEAD

The primary contact for the City of Gardena's Homelessness Strategic Plan is Stephany Santin, Director of Recreation and Human Services, City of Gardena. Contact information is included below:

| City | City of Gardena | | | | | | | |
|------|-----------------|--|--|--|--|--|--|--|
| | | | | | | | | |
| | | | | | | | | |

COUNTY HOMELESS INITIATIVE STRATEGIES

The following table summarizes the City of Gardena's current and planned areas of collaboration or alignment with the Los Angeles County Homeless Initiative Strategies.

| Plan to Participate | Currently Participating | County Homeless Initiative Strategies |
|--|--|---|
| A. Prevent I | Homelessness | |
| \boxtimes | | A1. Homeless Prevention for families |
| ⊠ | | A5. Homeless Prevention for Individuals |
| B. Subsidize | Housing | |
| | | B3. Partner with Cities to Expand Rapid Rehousing |
| | | B4. Facilitate Utilization of Federal Housing Subsidies |
| | | B6. Family Reunification Housing Subsidies |
| | | B7. Interim/Bridge Housing for those Exiting Institutions |
| | | B8. Housing Choice Vouchers for Permanent Supportive |
| | | Housing |
| C. Increase | Income | |
| | | C1. Enhance the CalWORKs Subsidized Employment |
| | | Program for Homeless Families |
| | | C2. Increase Employment for Homeless Adults by Supporting Social Enterprise |
| | | C4/5/6. Countywide Supplemental Security/Social Security |
| | | Disability Income and Veterans Benefits Advocacy |
| | П | C7. Subsidize Employment for Homeless Adults |
| | | |
| Plan to | _ | |
| | Currently Participating | County Homeless Initiative Strategies |
| Plan to Participate | Currently Participating | |
| Plan to Participate | Currently Participating | County Homeless Initiative Strategies |
| Plan to Participate D. Provide | Currently Participating Case Managem | County Homeless Initiative Strategies ent and Services |
| Plan to Participate D. Provide | Currently Participating Case Managem | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach |
| Plan to Participate D. Provide € □ | Currently Participating Case Managem | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers |
| Plan to Participate D. Provide | Currently Participating Case Managem | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing |
| Plan to Participate D. Provide | Currently Participating Case Managem | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing |
| Plan to Participate D. Provide | Currently Participating Case Managem □ □ □ □ Coordinated Sy | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing |
| Plan to Participate D. Provide | Currently Participating Case Managem | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing stem E4. First Responders Training |
| Plan to Participate D. Provide | Currently Participating Case Managem Coordinated Sy | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing stem E4. First Responders Training E5. Decriminalization Policy |
| Plan to Participate D. Provide | Currently Participating Case Managem Coordinated Sy | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing stem E4. First Responders Training E5. Decriminalization Policy E6. Expand Countywide Outreach System |
| Plan to Participate D. Provide E. Create a | Currently Participating Case Managem Coordinated Sy | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing stem E4. First Responders Training E5. Decriminalization Policy E6. Expand Countywide Outreach System E7. Strengthen the Coordinated Entry System (CES) |
| Plan to Participate D. Provide E. Create a | Currently Participating Case Managem Coordinated Sy | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing stem E4. First Responders Training E5. Decriminalization Policy E6. Expand Countywide Outreach System E7. Strengthen the Coordinated Entry System (CES) E8. Enhance the Emergency Shelter System E10. Regional Coordination of Los Angeles County Housing Agencies |
| Plan to Participate D. Provide E. Create a | Currently Participating Case Managem Coordinated Sy | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing stem E4. First Responders Training E5. Decriminalization Policy E6. Expand Countywide Outreach System E7. Strengthen the Coordinated Entry System (CES) E8. Enhance the Emergency Shelter System E10. Regional Coordination of Los Angeles County Housing |
| Plan to Participate D. Provide E. Create a C | Currently Participating Case Managem Coordinated Sy Coordinated Sy | County Homeless Initiative Strategies ent and Services D2. Jail In-Reach D5. Support for Homeless Case Managers D6. Criminal Record Clearing Project D7. Provide Services for Permanent Supportive Housing stem E4. First Responders Training E5. Decriminalization Policy E6. Expand Countywide Outreach System E7. Strengthen the Coordinated Entry System (CES) E8. Enhance the Emergency Shelter System E10. Regional Coordination of Los Angeles County Housing Agencies |
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| \boxtimes | F4. Development of Second Dwelling Units Program | |
|-------------|--|--|
| | F5. Incentive Zoning/Value Capture Strategies | |
| | F6. Using Public Land for Homeless Housing | |
| \boxtimes | F7. Preserve and Promote the Development of Affordable | |
| | Housing for Homeless Families and Individuals | |
| | F7. Housing Innovation Fund (One-time) | |

APPENDIX

A. Los Angeles County Homeless Initiative: Approved Strategies

In 2015, the Los Angeles County Board of Supervisors launched the Homeless Initiative to create a coordinated, effective, stakeholder developed, response to the pervasive and increasing homelessness crisis in the region. The resulting set of strategies, organized in 6 key areas, form the basis of the *Approved Strategies to Combat Homelessness*⁶. Details on those strategies referenced in the City's Homelessness Response Plan and aligned with the City's current and future efforts to address homelessness are included in the table below.

| Strategy | Brief Description ⁷ | | | |
|--|---|--|--|--|
| A. Prevent Homelessness | | | | |
| A1./A5. Homeless Prevention Program for Families and Individuals | Develop an integrated, comprehensive homeless prevention program for families and individuals that draws on existing models and builds upon existing County homeless prevention funding sources. Prevention includes rental/housing subsidies, case management and employment services, and legal services. | | | |
| B. Subsidize Housing | | | | |
| B3. Partner with Cities to Expand Rapid Rehousing | Develop plan/plans to increase Rapid Rehousing funding for homeless families, single adults and youth who would benefit from a short to intermediate housing intervention and supportive services to regain housing stability. | | | |
| B4. Facilitate Utilization of Federal Housing Subsidies | Develop and implement a plan/plans to increase utilization of Federal Housing Subsidies by providing incentives to landlords to accept subsidized tenants. | | | |
| D. Provide Case Management and Services | | | | |

⁶ Los Angeles County Homeless Initiative's *Approved Strategies to Combat Homelessness* may be found at: https://homeless.lacounty.gov/wp-content/uploads/2018/07/HI-Report-Approved2.pdf

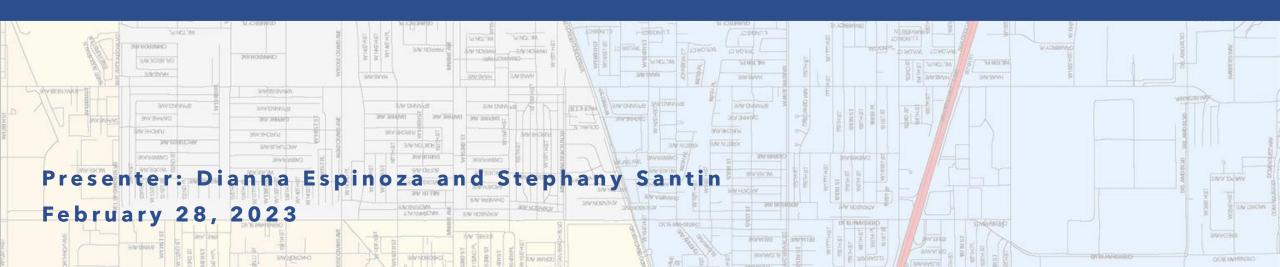
⁷ Descriptions are excerpted or summarized from *Approved Strategies to Combat Homelessness*.

| D5. Support for Homeless | Develop and implement a plan/plans to support community- |
|---|--|
| Case Managers | based case managers who are working with households |
| 3 | experiencing homelessness. |
| E. Create a Coordinated S | ystem |
| E6. Expand Countywide Outreach System | Leverage current outreach efforts and create a countywide network of multidisciplinary, integrated street-based teams to identify, engage and connect, or re-connect, households experiencing homelessness to interim and/or permanent housing and supportive services. |
| E7. Strengthen the Coordinated Entry System | Strengthen the Coordinated Entry System through efforts that may include strengthening the network of housing locators in each SPA, implementing core curricula for staff participating in CES, contributing funding to CES to support housing connections, etc |
| E14. Enhance Services for Transition Age Youth | Support strategies to prevent and respond to homelessness among transition age youth, which may include contributing funding to support services, strengthening collaboration with community-based organizations serving youth, etc |
| F. Increase Affordable/Ho | meless Housing |
| F4. Development of Second Dwelling Units Program | Support the development of second units on single-family lots through the review process and technical assistance, which could be specifically tied to subsidized and/or homeless housing. |
| F5. Incentive Zoning/Value Capture Strategies | Assess and implement various Incentive Zoning/Value Capture strategies (e.g., transportation, infrastructure investments, zoning changes, density bonus) for potential increases in land values and profit opportunities for private landowners, for the benefit of the public good. |
| F7. Preserve and Promote the Development of Affordable Housing for Homeless Households | Preserve current affordable housing and promote the development of affordable housing for households experiencing homelessness |



CITY OF GARDENA

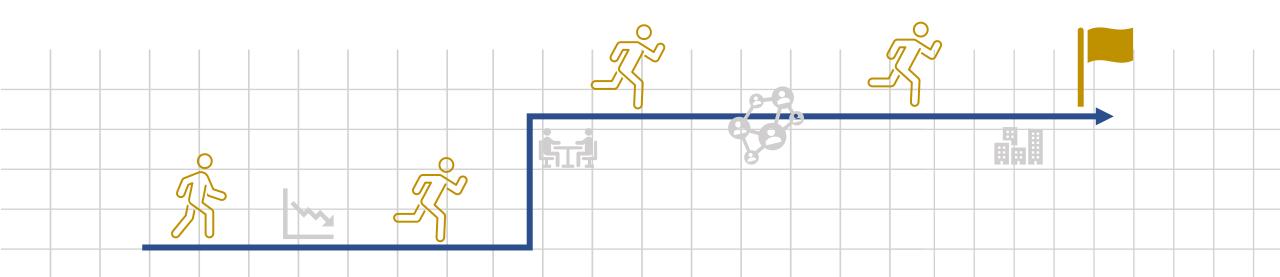
HOMELESSNESS STRATEGIC PLAN OVERVIEW



Project Overview



Focus Strategies worked alongside local government staff and community stakeholders to identify the core challenges and strategic opportunities for preventing and reducing homelessness in the city. City staff and Focus Strategies have developed a Strategic Plan with achievable goals and actionable strategies to respond to homelessness in the city.



Project Overview Timeline



- 1. Approved for funding in December of 2021. Received \$110,000 (30,000 for plan and 80,000 for position)
- 2. RFP (request for proposal) completed February 2022 to develop our Plan.
- 3. April of 2022 awarded contract to Focus Strategies to develop the Plan. First meeting May of 2022 to January 2023.
- 4. The goal is to develop a plan to reach functional zero in 5 years.
- *Functional Zero is the point when a community's homeless services system is able to prevent homelessness whenever possible and ensure that when homelessness does occur, it is rare, brief and one-time.



Review of City of Gardena Plan Development Process



| Phase | Status |
|---|-----------|
| Initial Information Gathering and Needs Assessment | Completed |
| Community Engagement, Goal Setting and Strategy Development | Completed |
| Plan Drafting, Refinement and Adoption | Completed |





| Stakeholders Engaged | Form of Engagement |
|--|--|
| Internal City Stakeholders | Interviews |
| External Stakeholders | Survey Tool, Community Input Session, Interviews |
| People Experiencing Homelessness | Interviews, Survey Tool |
| City Data and Related Documents (e.g., Point-in- time Count Data) | Quantitative Data Collection |
| Gardena Homeless Taskforce | Group Discussion, Qualitative Data |

Community Engagement Findings



Based on information gathered through the data collection and stakeholder engagement process, 4 key findings emerged related to Homelessness in Gardena:



1. Homelessness has increased over recent years and is a common concern in the community.



2. There are public health and safety concerns associated with people experiencing homelessness, particularly unsheltered homelessness.

Community Engagement Findings (Cont'd)





3. Homelessness response services and housing linkages are working for some unhoused people; strategies are needed to scale current successes and expand housing opportunities for unhoused people in Gardena.



4. There is an insufficient supply of affordable housing for current and future needs of city residents.

Client Success Story



Client 1- At-Risk Homelessness. Male, Senior- On a fixed income and at risk of homelessness. Was being evicted because he could no longer afford his rent. Dianna conducted intake and concluded based on his case that Share Housing would be a possible solution to rehouse him somewhere more affordable. Client followed up with Dianna and shared he loved his new home and has been housed for two years.

Client 2- Homeless. Adult Family, two women, pet dog-Family came to Human Services Building and expressed they had been sheltering in their car. Due to the pandemic, they had lost their employment and eventually lost their housing. Dianna conducted intake and referred them to People Assisting the Homeless (PATH) and were connected to housing.







This **Homelessness Strategic Plan** will guide Gardena's efforts to address the needs of people who are at-risk of homelessness and experiencing homelessness within the city by:



Reducing inflow into homelessness through targeted prevention and diversion efforts



Strategically funding local initiatives to reduce homelessness



Boosting existing homelessness response efforts through increased coordination and participation in the regional homelessness system



Promoting housing development and affordability.

Main Four Goals of The Plan





Expand City participation in local and regional homelessness system planning bodies that support homelessness prevention and response strategies for households in Gardena.



Increase coordination between
City, local non-profits, and regional
homeless service and housing
providers to improve collaboration,
leverage resources, and foster a
more robust homelessness response
in Gardena.



Increase education about homelessness in Gardena to expand awareness about best practices and available resources.



Adopt and strengthen policies to promote affordable housing preservation and development within the City.

GOAL #1: Expand City participation in local and regional homelessness system planning bodies

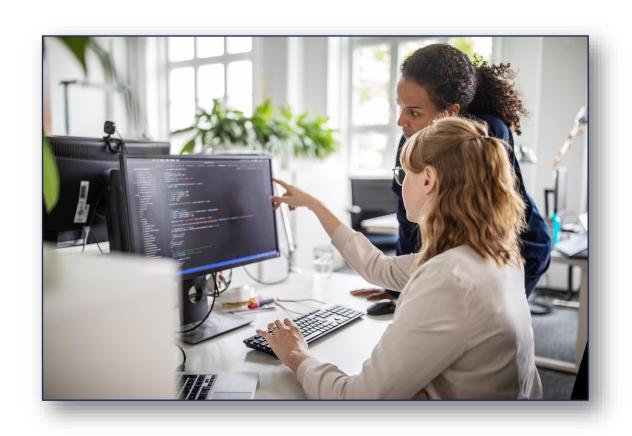




- Continue to convene Gardena Homeless
 Taskforce on a regular basis
- 2. Participate in the annual Greater Los Angeles regional Point-in-Time Count.
- 3. Continue to participate in the South Bay Cities Council of Governments (SBCCOG) homelessness taskforce planning and response efforts.

GOAL #1: Expand City participation in local and regional homelessness system planning bodies





- Utilize the regional Homeless
 Management Information System (HMIS)
 and Coordinated Entry System
- 5. Key City department staff participate in regional trainings on problem-solving that the City can use to improve effectiveness when engaging with unhoused people.

GOAL #2: Increase coordination between City, local non-profits, and regional homeless service and housing providers

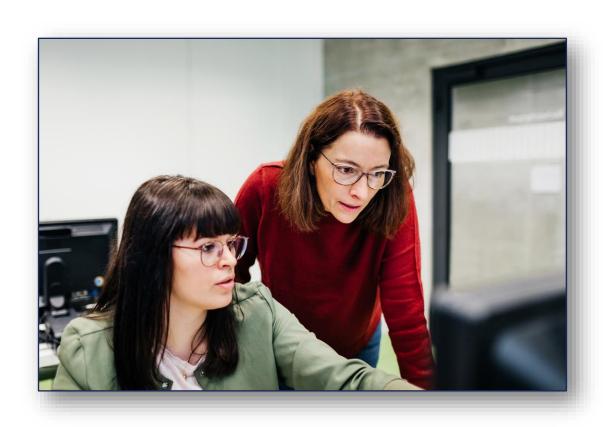




- 1. Develop and operate the City's homelessness prevention program through the Emergency Services Division to serve individuals and families at-risk of homelessness.
- Designate city resources for prevention and diversion program expansion and/or sustainability beyond current program period.
- 3. Expand access to basic needs services within Gardena (showers, laundry, mailing address, transportation resources, etc).

GOAL #2: Increase coordination between City, local non-profits, and regional homeless service and housing providers





- 4. Expand outreach and engagement services focused on people living unsheltered in Gardena including GHMET (Gardena/Hawthorne Mental Evaluation Team).
- Improve access to emergency housing/ temporary placements.
- 6. Explore and, as appropriate, pursue opportunities to apply for and/or direct funds to existing strategies and programs addressing homelessness in Gardena.

GOAL #3: Increase education about homelessness in Gardena to expand awareness about best practices and available resources.





- Develop and implement a training strategy for city departments regarding availability of and ways to access homelessness response resources.
- 2. Develop partnership with schools and organizations that serve families with children and provide regular updates on available resources including homelessness prevention resources.

GOAL #3: Increase education about homelessness in Gardena to expand awareness about best practices and available resources.





ACTIONS

3. Develop and implement a communications strategy to increase awareness within Gardena about homelessness and available prevention and response resources, including a strategy that is tailored toward local schools, healthcare facilities, and business community.

GOAL #4: Adopt and strengthen policies to promote affordable housing preservation and development within the City





- Within the Housing Element, monitor and preserve affordable housing & expand housing stock prioritizing very-low-income households.
- 2. Develop an engagement and outreach strategy to strengthen partnerships with Gardena landlords and property owners to:
 - Provide education
 - Encourage renting to people with housing subsidies or rental assistance.

GOAL #4: Adopt and strengthen policies to promote affordable housing preservation and development within the City



- 3. Develop and post a listing of affordable rentals in Gardena for public access.
- 4. Explore opportunities to utilize HUD HOME-ARP and Permanent Local Housing Allocation (PLHA) funding for affordable housing with dedicated units to households who are at-risk of experiencing homelessness.



FEEDBACK AND QUESTIONS

"When people say there is no place like home, the first to agree are the homeless. - JR Rim"





Agenda Item No. 19.A Section: COUNCIL ITEMS Meeting Date: March 14, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: 12-Month Pilot Commercial Façade Improvement Program

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Establishing a 12-month Pilot Commercial Façade Improvement Program

RECOMMENDATION AND STAFF SUMMARY:

At the City Council Meeting held on February 28, 2023, staff received a Council directive to determine the feasibility of establishing a Commercial Façade Improvement Program to provide financial assistance to eligible businesses to improve the facades and landscaping of commercial properties.

A number of cities have implemented a commercial façade improvement program to assist their local businesses with needed upgrades. Staff is recommending that an initial 12-month pilot program be established in the City that would focus on commercial revitalization. Should the pilot program be approved, staff would first seek a qualified consultant to provide input and complete the program guidelines for Council approval and implementation. With an initial budgeted amount of \$250,000 of general funds, staff anticipates providing 5-8 façade improvement projects.

Staff respectfully recommends that Council approve the establishment of a pilot Commercial Façade Improvement Program for an initial 12-month period, beginning July 1, 2023.

FINANCIAL IMPACT/COST:

\$10,000 of FY 2022-23 General Fund and \$250,000 of FY 2023-24 General Fund.

ATTACHMENTS:

Draft_Commercial_Facade_Improvement_Program_Guidelines.pdf Staff Report - Facade Improvement Program.pdf APPROVED:

Clint Osorio, City Manager

Cleurom .



CITY OF GARDENA

DRAFT

COMMERCIAL FAÇADE IMPROVEMENT PROGRAM

PROGRAM GUIDELINES

SECTION I - OVERVIEW OF PROGRAM

A. Purpose, Goal and Object of Program

The Commercial Façade Improvement Program ("Program") provides financial assistance to eligible property and business owners for the renovation of commercial buildings and structures within the City of Gardena Commercial Corridors (collectively "Target Areas").

The goal of this project is to facilitate commercial revitalization, stimulate private investment, preserve and beautify the commercial corridors, upgrade the physical image of the city, and to generate shopping, tourism, and a pleasant walking environment by improving the visual aesthetics of the Target Areas with enhancements in design, color schemes and building façades through the use of the City of Gardena ("City") Funds.

The goals of the programs are to:

- Facilitate commercial revitalization.
- Stimulate private investment and upgrade the physical image of the Target Areas.
- Generate shopping opportunities and create a pleasant walking experience.

These Program Guidelines and Implementation Procedures include step-by-step actions to be taken with the applicant from the initial application to the recordation of the Notice of Completion and the payment of the Façade Grant. The Program will be implemented in accordance with the Program Guidelines.

B. Funding Availability

If the City provides all the project funding without a match from the applicant, the maximum grant shall be up to \$25,000. However, applicants are encouraged to match City funds: the maximum grant increases to \$40,000 if the applicant matches the City's grant.

- Grant This grant provides the amount up to Twenty-Five Thousand dollars (\$25,000) for commercial building façade and/or landscape improvements with no match requirement. Projects must be completed within 12 months of grant approval or Building Permit issuance.
- Matching Grant This grant will provide a matching grant of up to a maximum of Forty Thousand dollars (\$40,000). The total cost of the improvement work must be more than Twenty-Five Thousand dollars (\$25,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of

half of the total cost of the façade improvement costs. Projects must be completed within 18 months of Building Permit issuance.

C. Marketing/Advertising

The City will be marketing the program by utilizing the City website, social media, and City's seasonal brochure. Flyers and informational pamphlets will be distributed to potential program applicants.

SECTION II – APPLICANT ELIGIBILITY REQUIREMENTS

A. Eligible Applicants:

An eligible applicant must either own commercial property or be a tenant of a commercial property with a valid business license in a commercially zoned area of the City of Gardena. The business/property must be a permitted or conditionally permitted use within the commercial zone and must be up to date on the payment of property taxes, utility fees, and transient occupancy taxes (if applicable) and not have any liens on the property. All buildings, structures, and improvements on the site must be legally permitted.

If a business owner who is also a tenant is applying, they must obtain prior consent from the property owner on the form provided in the application. The City will verify property ownership and, in the case of multiple ownership of the commercial property, will require all persons on title to give written consent.

B. Rehabilitation Standards:

All work performed under the provisions of this Program shall meet all applicable standards contained in the City's adopted zoning ordinance, local building and safety codes, and such other codes as designated by the Planning and Building and Safety Divisions. The City's Municipal and Zoning Ordinance can be viewed on the City's web site at http://www.cityofgardena.org.

The City has determined that City-funded assistance may only be used for exterior rehabilitation items and American with Disabilities Act (ADA) compliance requirement. Such exterior improvements may include, but are not limited to, exterior refinishing, new attached signage, and building façade improvements.

The scope of work anticipated under the Program generally addresses exterior blighting conditions. As such, property inspections are generally focused on the exterior of the structure and general site conditions. In the course of any inspection which results in the disclosure of a code deficiency such as faulty wiring, plumbing, fire protection, egress and ingress exiting, or other such deficiency, it shall be the responsibility of the owner to correct all identified deficiencies prior to Program participation.

Notwithstanding the foregoing, in the event that the code deficiency is directly associated with work that will be performed as a part of the façade improvements (e.g.: a substandard entry door which is of insufficient size and lacks panic hardware, which will be replaced as a component of a new storefront), then such repairs may be included within the allowable scope of work under the Program.

Therefore, Program assistance can be used for Building and Health Code violations, seismic upgrades, and ADA compliance requirements as identified by the City and in compliance with the exterior rehabilitation requirement. However, eligible rehabilitation activities funded Program are limited solely to the exterior of the building structure and the performance of required ADA compliance. The eligibility of any costs for ADA barrier removal under the Program is subject to Director approval. Typical allowable ADA improvements include improvements of entryway, path of travel, handicap bathroom access, and ADA parking spaces.

All Program improvements must be physically attached to the property and permanent in nature. Program Staff will recommend specific improvements based on a site analysis or architectural design recommendations.

Additionally, to participate in the Commercial Façade Improvement Program, all signage on the property to be rehabilitated must be brought up to conformance and maintained in conformance with the Sign Ordinance of the City.

SECTION III - FAÇADE IMPROVEMENT GUIDELINES

A. Eligible Uses of Funds Are For:

- Exterior Signs (installation of new or repair or replacement of legally installed and mounted signs; including neon or halo-lit signs);
- Awnings, canopies, or sunshades (installation of new or repair or replacement of fixed metal or fabric awnings), which could include perpendicular wall-mounted castle banners (without signage);
- Painting or exterior surface treatment (stucco, tile, stone, or brick replacement or repair);
- Asphalt paving, replacement or repair of tiles or decorative pavers (not in the public rightof-way); sidewalk or courtyard repaving (not in the public right-of-way);
- Repair or replacement of masonry walls or footings;
- Outdoor lighting (installation of new exterior lighting fixtures; repair or replacement of existing exterior lighting fixtures);
- Installation, repair or replacement of decorative or security fencing;
- Replacement of plate glass windows; re-glazing of windows or change of window mullions with the approval of architectural application by the City;
- Installation or replacement of outdoor landscaping;
- Design, plan check, and permit fees associated with the above eligible improvements.

B. Uses Not Eligible:

Funds may not be used for improvements that are not permanent or mounted or affixed to the building or the sidewalk. Ineligible uses include but are not limited to:

- Vinyl letter signage (windows);
- Portable signs, such as sandwich board or A-frame signs; signs not mounted or attached to storefronts;
- Flags or banners;
- · Benches and trash receptacles;
- Tables, chairs, or umbrellas.

SECTION IV - PROGRAM PROCEDURES

A. Application Review and Approval Process:

1. Application and Required Documents

Applications will be available at the City Hall or online at www.cityofgardena.org. Each application must be completed in its entirety, signed and submitted with all required documents as listed in the application, including a grant deed, signed proof of ownership or lease agreement. Applications will be reviewed in the order in which they were received. The City will maintain a waiting list for all prospective participants. Incomplete applications will not be processed.

2. Review of application

All completed applications will be date stamped when received and processed in that order. They will be subject to review by the Community Development Department. A notification letter will be sent to applicants concerning the approval or denial of the application. Eligible applicants will be contacted to enter into an agreement with the City and schedule a property inspection.

B. Property Inspection

1. Initial Inspection

A site visit will be arranged between the Community Development Department staff and the property owner and/or business owner to undertake an inspection of the building and to develop specifications for the Program. Staff will inspect the property to ensure that the building meets code requirements for the exterior of the building.

2. Follow-Up Inspection:

If City Staff finds code violations during the initial inspection, the property owner and/or applicant will be required to correct those violations before continuing in the Program process. A follow-up inspection will be arranged between City Staff and the property owner and/or business owner to ensure the property is up to code.

C. Environmental Review:

The California Environmental Quality Act (CEQA) requires that City funds may not be released until the City has certified that a review of the project activities demonstrates that no significant impact on the human environment is likely to occur or that actions have been initiated that would mitigate any potential impacts to the extent practicable.

As such, environmental forms must be completed and approved prior to releasing

funds. A Determination of Categorical Exemption, Statutory Worksheet, and Level of Environmental Review form will generally address anticipated typical commercial rehabilitation activities contemplated under the Program. Staff shall ensure that appropriate documentation is prepared and signed by the City's authorized official prior to the commitment of Program funds. Copies of the environmental review documentation shall be maintained in the project file.

D. Selecting the Contractor

1. Procurement.

The City shall maintain a list of qualified contractors who have expressed interest in bidding on rehabilitation work and have been cleared by the State Contractors License Board and are not listed on the debarred, suspended or ineligible contractors list as per 24 CFR part 5. The City will coordinate with qualified contractors for each rehabilitation project to obtain at least three (3) estimates.

2. Selection.

The City will make the final contractor selection from among three (3) qualified contractors who submit construction estimates. The award of the contract will be awarded to the lowest responsive and responsible bidder.

3. <u>Ineligible Contractors.</u>

The City and the applicant(s) shall agree not to award any contract for rehabilitation work, to be paid for in whole or in part with proceeds from the Program, to any contractor who does not have a valid state contractor's license, who cannot produce sufficient evidence of current Workers Compensation and Liability Insurance coverage.

All owner/builders, or any member of the applicant's family, are considered ineligible, regardless of credentials or license. Any ineligible contractor found working at the job site will be removed immediately, without compensation.

E. Award of Contract

- 1. <u>Notification</u>. The City shall notify the selected contractor of the award of bid and shall establish a date, time, and place for the pre-construction conference. The City shall notify, in writing, the non-selected contractors.
- 2. <u>Rehabilitation Construction Contract.</u> The contract, for the approved rehabilitation work shall be prepared by the City and shall be entered into with the City, property/business owner, and the selected contractor.

- 3. <u>Private Arrangements</u>. The City cautions the property/business owner and the contractor not to enter into "side deals" for additional work or deviations from the approved scope of work.
- 4. <u>Pre-Construction Meeting.</u> Prior to construction, the City will arrange a preconstruction meeting which shall be attended by the contractor, the property/business owner(s), and representative City staff.
- 5. <u>Start of Construction.</u> No work shall commence until a "Notice to Proceed" has been issued to the contractor, signed by the property/business owner(s) and the City. In addition, no work shall commence until all required permits have been issued by the City's Department of Building and Safety.

F. Contractor Payments

- 1. <u>Inspections</u> To ensure the integrity of the authorized work, the Program Inspector shall conduct site inspections prior to the issuance of progress payments and prepare detailed inspection reports which identify any deficiencies in a contractor's materials or workmanship. Only one (1) progress payment and the final payment will be processed. The Program Inspector shall make regular and/or unannounced inspections of work-in-progress to identify the quality of the work and assess owner satisfaction.
- 2. Payment Request Packages. The Contractor shall submit a progress payment request package to the City in the prescribed format. All requests shall be signed by the contractor, property/business owner(s), and the Program Inspector, certifying that the work has been satisfactorily completed. All pertinent invoices, releases, certifications, list of subcontractors and materialmen, and copies of applicable permits shall be attached to the payment request. Final payment request shall also include the property owner's certification of acceptance, Building and Safety Department sign- off, and a Notice of Completion. Only one (1) progress payment request package shall be submitted to the City for approval. Progress payments will be paid for 90% of the job costs. The final payment for the 10% retention shall be paid 30 days after the Notice of Completion has been recorded.

G. Notification of Award; Grant Agreement

After the City's review of the application package is completed, program applicants will be notified of the City's decision regarding grant amount, scope of work and contractor selection. Following approval of the application, a grant agreement must be executed between the applicant and the City committing the applicant to complete the improvements according to approved plans. The agreement must be fully executed

prior to proceeding with any construction. The agreement will state applicable terms and conditions and require that the approved applicant indemnifies the City from all liability arising from or in consequence to City's administration of the Program.

H. City Permit and Approvals

Upon application approval, the applicant is responsible for submitting project plans and related materials to the Planning Services Division. If a Building Permit is required, the applicant is responsible for submitting plans that meet all the requirements of the City's Building Division. Failure to begin work within 60 days of permit approval will result in forfeiture of the grant allocation. If permits are not required, work must begin within 60 days of grant approval. The Business Development Manager will act as the point of contact and help facilitate communication between the City's Planning Services and Building Division once project plans and related materials have been submitted for approval.

SECTION V - FAÇADE IMPROVEMENT GRANT AGREEMENT:

The Commercial Façade Improvement Grant Agreement is an agreement between the City and the Owner that links the grant documents to the completion of the Façade Improvement Project by the Owner. It is a contract between the City and the applicant setting forth the terms and conditions of the grant of Program funds, specifically:

- Source of funding.
- Applicable funding source requirements.
- Conditions of program eligibility.
- Amount granted.
- Basic use of the funds.

At all times throughout the application and pre-construction phases, it is critical that Staff emphasize to owners both verbally and in any written correspondences that <u>absolutely no Program funds have been committed or approved</u> by the City until the designated Program representative signs the Improvement Agreement. Only after this occurs can funds be encumbered.

A. Flood and Hazard Insurance Requirements:

Applicants are obligated to carry sufficient hazard insurance coverage on the subject property to be rehabilitated under the provisions of this Program. Prior to any grant or loan assistance, minimum fire insurance coverage shall be provided in an amount which is equivalent to the value of the subject building or structure including the proposed rehabilitation improvements. Uninsured applicants must obtain coverage in the required amount prior to receiving grant and/or loan assistance. Applicants in a "Flood Hazard Area" will be required to purchase flood hazard insurance. This requirement may be waived for emergency repairs, at the discretion of the City.

SECTION VI - AMENDMENTS

Amendments to these guidelines may be made from time to time by the City. Authority shall be granted to the City Manager to grant a minor waiver or make minor amendments to these guidelines with the exception of any requirement of federal regulations or state law. All major amendments to these guidelines shall be approved by the City Council.



Agenda Item No.: 19A
Department: Community Development
Meeting Date: March 14, 2023
Commercial Façade Improvement Program

AGENDA STAFF REPORT

AGENDA TITLE: 12-MONTH PILOT COMMERCIAL FAÇADE IMPROVEMENT PROGRAM

RECOMMENDATION:

Staff respectfully recommends that Council approve the establishment of a pilot Commercial Façade Improvement Program for an initial 12-month period, beginning July 1, 2023

BACKGROUND:

At the City Council Meeting held on February 28, 2023, staff received a Council directive to determine the feasibility of establishing a Commercial Façade Improvement Program to provide financial assistance to eligible businesses to improve the facades and landscaping of commercial properties, buildings and structures in the City of Gardena.

DISCUSSION:

Throughout the state and over the years, a number of cities have implemented a commercial façade improvement program to assist their local businesses with needed upgrades, utilizing a variety of different funding sources such as; general funds, former redevelopment funds, CDBG funds, and other eligible grant assistance type funds. Since this program is for an initial short-term 12-month period, staff is recommending the use of general funds. Should the Council determine the program to be successful and would like to continue the program for the long-term, staff would look into utilizing other types of funding sources other than general funds.

The initial 12-month pilot program would focus on commercial revitalization, stimulating private investment, preserving and beautifying the commercial corridors, upgrading the physical image of the City, and generate shopping, tourism, and a pleasant walking environments by improving the visual aesthetics of the commercial corridors with enhancements in design, color schemes, landscaping, and building façades.

The goals of the program would be the following:

- Facilitate commercial revitalization along commercial corridors,
- Stimulate private investment and upgrade the physical image of the commercial corridors; and
- Improve shopping opportunities and create a pleasant walking experience.

In researching other cities programs, staff is recommending to provide two types of grants with varying amounts:

- 1. Non-Matching Grant: this grant will provide a grant of up to \$25,000 for commercial building façade improvements with no matching requirements; or
- 2. Matching Grant: this grant will provide a matching grant of up to a maximum of \$40,000. Receipt of a matching grant requires the approved applicant to contribute a dollar-for-dollar match of the total grant amount.

Should the program be approved to move forward, staff would first seek a qualified consultant to provide input and complete the program guidelines for Council approval, and implement the program after the guidelines are approved. With the grant amounts stated above, staff anticipates providing 5-8 façade improvement projects during the initial 12-month pilot period, beginning July 1, 2023. At the end of the 12-month period, staff would report back to Council on the accomplishments and make a recommendation on either continuing or stopping the program based on the success of the program and the financial feasibility of the City.

If approved by the City Council, the pilot program would require a budget amendment of \$250,000 of general funds for FY 2023-24. Of this amount, approximately, \$50,000 or twenty percent (20%) would be used for consulting services to finalize guidelines and implement the program. An initial amount of \$10,000 for the current fiscal year would be needed in order for staff to work with a consultant to finalize the guidelines and other necessary documents.

At this time, staff respectfully recommends that Council approve the establishment of a pilot Commercial Façade Improvement Program for an initial 12-month period, beginning July 1, 2023.

LEGAL REVIEW:

FISCAL IMPACT:

Submitted by:

Prepared by:

N/A

24.

| CONCLUSION: |
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| Staff respectfully recommends that Council approve the establishment of a pilot Commercial |
| Façade Improvement Program for an initial 12-month period, beginning July 1, 2023, and |
| authorize \$10,000 of general funds for FY 2022-23 and \$250,000 of general funds for FY 2023- |

General Funds FY 2022-2023: \$10,000 and General Funds FY 2023-2024: \$250,000

Greg S. Tsujiuchi

Jackie Choi

Date: 3/14/2023

<u>ATTACHMENTS</u>

1. Draft Program Guidelines