



AGENDA

REGULAR MEETINGS OF THE SANTA FE SPRINGS HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

May 14, 2020
6:00 P.M.

VIA TELECONFERENCE

Annette Rodriguez, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
John M. Mora, Mayor Pro Tem
William K. Rounds, Mayor

******GOVERNOR'S EXECUTIVE ORDER N-29-20******
****REGARDING CORONAVIRUS COVID-19****

On March 4, 2020, Governor Newsom proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the Brown Act, including allowing the City Council to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. Please be advised that, until further notice, City Council meetings will be held by teleconference. City Hall, including Council Chambers, is closed to the public.

You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom: Go to Zoom.us and click on "Join A Meeting" or use the following

link: <https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09>

Zoom Meeting ID: 521620472 Password: 659847

Telephonically: Dial: 888-475-4499 Meeting ID: 521620472

Public Participation: You may submit public comments in writing by sending them to the City Clerk at cityclerk@santafesprings.org. If you attend the meeting by telephone, you must submit a public comment in writing to be heard. To ensure that they are received for the meeting, please submit your written comments prior to 4:00 p.m. on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511 ext. 7314.

1. CALL TO ORDER

2. ROLL CALL

Annette Rodriguez, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
John M. Mora, Mayor Pro Tem
William K. Rounds, Mayor

- 3. PUBLIC COMMENTS** *This is the time when comments may be made by citizens on matters under the jurisdiction of the City Council, on the agenda and not on the agenda. Each citizen is limited to three (3) minutes.*

HOUSING SUCCESSOR

4. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Housing Successor.

Minutes of the April 9, 2020 Housing Successor Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

5. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the Successor Agency.

Minutes of the April 9, 2020 Successor Agency Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

6. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

- a. Minutes of the April 9, 2020 Regular City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Proclaiming the Month of April 2020 as DMV/Donate Life Month in Santa Fe Springs (City Clerk)

Recommendation:

- Proclaim the Month of April 2020 as "DMV/Donate Life Month".

- c. Agreement for Legal Services for Land Acquisition by Eminent Domain for the Alondra Boulevard/Valley View Avenue Intersection Improvement Project (Public Works)

Recommendation:

- Approval of the Agreement between the City of Santa Fe Springs, City of La Mirada and Jones & Mayer for legal services for land acquisition by Eminent Domain; and
- Authorize the City Manager to Execute the Agreement for Legal Services.

- d. A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code Section 8630) (City Attorney)

Recommendation:

- Adopt Resolution No. 9672
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

PUBLIC HEARING

7. Adoption of Resolution No. 9670 to amend the Land Use Element of the City's General Plan (General Plan Amendment No. 29), to correct a typographical error related to the maximum building coverage for all properties within the city boundary that is currently designated as Business Park on the City's General Plan map (Planning)

Recommendation:

- Open the Public Hearing and receive any comments from the public regarding Resolution No. 9670 and, after receiving all public comments, close the Public Hearing; and
- Find and determine that an action to amend the Land Use Element of the City's General Plan, to correct a typographical error related to the maximum building coverage for all properties designated as Business Park, is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3)-Activities Covered by General Rule; and
- Adopt Resolution No. 9670, which incorporates the City Council's findings and recommendation regarding this matter.

NEW BUSINESS

8. Replacement of Baseball/Basketball Scoreboards and Basketball Backboards and Rims – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Grant from Los Angeles County (Fiscal Year 2019/20) in the amount of \$150,000 to fund City parks projects;
- Authorize the Mayor to execute the Social Program Agreement with Los Angeles County;
- Transfer the remaining balance of \$59,500 from the Basketball, Tennis, and Handball Courts Resurfacing project (Los Angeles County Grant

Fiscal Year 2018/19) PW190004 to the Replacement of Baseball / Basketball Scoreboards and Basketball Backboards / Rims project PW200102;

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

9. Lakeland and Meyer Road Improvements – Authorization to Advertise for Construction Bids (Public Works)

Recommendation:

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

10. Extending Joint Powers Agreement between the City of Santa Fe Springs and SEAACA (Police Services)

Recommendation:

- Approve and extend the Southeast Area Animal Control Authority Joint Powers Agreement to June 30, 2035; and
- Authorize the Mayor to execute the Joint Powers Agreement with SEAACA.

11. Resolution No. 9671 – Authorizing Submittal of a Grant Application to the State of California Department of Housing and Community Development for the Local Early Action Planning (LEAP) Grants Program (Planning)

Recommendation:

- Adopt Resolution No. 9671; and
- Authorize the Mayor or designee to execute all necessary documents for the LEAP Grants Program, and if awarded, accept, and administer the grant, including any renewals.

12. Quarterly Treasurer's Report of Investments for the Quarter Ended March 31 2020 (Finance)

Recommendation:

- Receive and file the report.

13. CITY MANAGER'S AND EXECUTIVE TEAM REPORTS

14. COUNCIL COMMENTS

RECESS TO CLOSED SESSION [will not take place on Zoom or over telephone]

CLOSED SESSION

15. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

City of Santa Fe Springs
Regular Meetings

May 14, 2020

- CLOSED SESSION**
16. **CONFERENCE WITH LABOR NEGOTIATORS**
(Pursuant to California Government Code Section 54957.6)
Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney, Labor Negotiator.
Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association
- CLOSED SESSION**
17. **CONFERENCE WITH LABOR NEGOTIATORS**
(Pursuant to California Government Code Section 54957.6)
Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator
Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association
- CLOSED SESSION**
18. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): Two Cases
- RECONVENE MEETING** [on Zoom and over telephone]
19. **CLOSED SESSION REPORT**
20. **ADJOURNMENT**

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

I, Janet Martinez, City Clerk for the City of Santa Fe Springs, do hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; city's website at www.santafesprings.org; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.


for Janet Martinez, CMC, City Clerk

May 7, 2020
Date Posted

FOR ITEM NO. 4
PLEASE SEE ITEM NO. 6A

FOR ITEM NO. 5
PLEASE SEE ITEM NO. 6A



City of Santa Fe Springs

City Council Meeting

May 14, 2020

CONSENT AGENDA

Minutes of the April 9, 2020 Regular City Council Meetings

RECOMMENDATION(S)

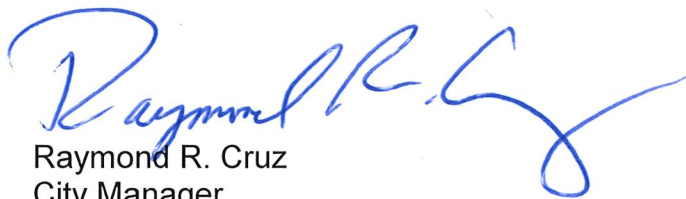
- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meeting:

- April 9, 2020 Meeting Minutes

Staff hereby submits the minutes for Council's approval.


Raymond R. Cruz
City Manager

Attachments:

1. April 9, 2020 Meeting Minutes



APPROVED:

MINUTES OF THE MEETINGS OF THE CITY COUNCIL

April 9, 2020

1. **CALL TO ORDER**

Mayor Rounds called the meeting to order via teleconference at 6:01 p.m.

2. **ROLL CALL**

Members present: Council Members/Directors: Mora, Rodriguez, Zamora, Mayor Pro Tem/Vice Chair Mora, and Mayor/Chair Rounds.

Members absent: None

3. **PUBLIC COMMENTS**

The following residents spoke regarding Item No. 10: Ralph Aranda, Frank Martene, Lisa Herrera, Tom Murray, Jay Sarno, and David Urb.

HOUSING SUCCESSOR

4. **CONSENT AGENDA**

Minutes of the March 12, 2020 Housing Successor (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

SUCCESSOR AGENCY

5. **CONSENT AGENDA**

Minutes of the March 12, 2020 Successor Agency (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Councilmember Trujillo, seconded by Councilmember Zamora, to approve the minutes as submitted, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

CITY COUNCIL

6. CONSENT AGENDA

- a. Minutes of the March 12, 2020 Regular City Council Meeting and March 18, 2020 Special City Council Meeting (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934 (City Clerk)

Recommendation:

- Approve a general motion to waive full reading and read Ordinance titles only, pursuant to California Government Code Section 36934.

- c. Status Update for the Appeal of a Denial Involving an Application for a Conditional Use Permit (CUP Case No. 795), Five (5) Zone Variances (ZV Case Nos. 82 and 84-87) and a Development Agreement (DA 01-2020), filed by Becker Boards, on a Parcel Located at 13539 Freeway Drive (APN: 8069-016-006) (Planning)

Recommendation:

- Receive and file the report.

- d. A Resolution of the City Council Conferring Authority to and Ratifying the Actions of the City Manager in Response to the State of Emergency Due to COVID-19 (City Attorney)

Recommendation:

- Adopt Resolution No. 9669:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, CONFERRING AUTHORITY TO AND RATIFYING THE ACTIONS OF THE CITY MANAGER IN RESPONSE TO THE NATIONAL, STATE, AND LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

It was moved by Councilmember Zamora, seconded by Mayor Pro Tem Mora, to approve Items Nos. 6A, 6B, and 6D, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nayes: None
Absent: None

It was moved by Councilmember Zamora, seconded by Councilmember Rodriguez, to approve Item No. 6C and continue it to the May 28, 2020 Council Meeting, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds
Nayes: None
Absent: None

NEW BUSINESS

7. Second reading of Ordinance No. 1107 Authorizing an Amendment to the City's Board of Administration California Public Employees' Retirement System(CalPERS)Contract (Finance)

Recommendation:

- Adopt Ordinance No. 1107, authorizing an amendment to the City's CalPERS contract.

It was moved by Councilmember Trujillo, seconded by Councilmember Rodriguez, to adopt Ordinance No. 1107, authorizing an amendment to the City's CalPERS contract, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

8. Ratify the Purchase of Two (2) Vehicles from Norm Reeves Ford Superstore (Finance)

Recommendation:

- Ratify the purchase of two (2) Detective vehicles from Norm Reeves Ford Superstore of Cerritos (Cerritos Ford).

It was moved by Councilmember Rodriguez, seconded by Councilmember Zamora, to ratify the purchase of two (2) Detective vehicles from Norm Reeves Ford Superstore of Cerritos (Cerritos Ford), by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

9. Authorize the Purchase of One (1) 2020 Chevrolet Traverse by Piggybacking off of Sourcwell Cooperative Contract No. 120716-NAF (Finance)

Recommendation:

- Authorize the purchase of (1) New 2020 Chevrolet Traverse from National Auto Fleet Group for \$36,098.41 per attached quote ID 23485.
- Authorize the Director of Purchasing Services to issue a purchase order to National Auto Fleet Group in the amount of \$36,098.41 for the purchase of this vehicle.

It was moved by Councilmember Trujillo, seconded by Mayor Pro Tem Mora, to authorize the purchase of (1) New 2020 Chevrolet Traverse from National Auto Fleet Group for \$36,098.41 per attached quote ID 23485, and authorize the Director of Purchasing Services to issue a purchase order to National Auto Fleet Group in the amount of \$36,098.41 for the purchase of this vehicle, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

10. Landscape Maintenance Services: Authorization to Advertise Request for Proposals

(Public Works)

Recommendation:

- Authorize staff to advertise a Request for Proposals for Landscape Maintenance Services.

City Manager, Ray Cruz and Director of Public Works, Noe Negrete gave a brief presentation on Item No. 10.

It was moved by Mayor Pro Tem Mora, seconded by Councilmember Trujillo, to authorize staff to advertise a Request for Proposals for Landscape Maintenance Services, by the following vote:

Ayes: Rodriguez, Trujillo, Mora, Rounds

Nayes: Zamora

Absent: None

11. Award of Contracts for the City's Firewall Appliances at City Hall (Finance)

Recommendation:

- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$41,736.96 to GovConnection to purchase two Fortinet Firewall Appliances.
- Authorize the Director of Purchasing Services to issue a purchase order in the amount of \$8,740.97 to VectorOne for Firewall installation and migration services.

It was moved by Councilmember Trujillo, seconded by Councilmember Zamora, to authorize the Director of Purchasing Services to issue a purchase order in the amount of \$41,736.96 to GovConnection to purchase two Fortinet Firewall Appliances, and authorize the Director of Purchasing Services to issue a purchase order in the amount of \$8,740.97 to VectorOne for Firewall installation and migration services, by the following vote:

Ayes: Rodriguez, Trujillo, Zamora, Mora, Rounds

Nayes: None

Absent: None

12. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Ray Cruz spoke about residents and businesses inquiring about why certain businesses are operating. He stated that the primary investigator to make those determinations is the Los Angeles County Department of Public Health. He also spoke about that a resident inquired what the city would do in terms of evictions, which was responded to by the action enacted by the Governor of California. Lastly, he spoke about the number of COVID-19 cases within the city as well as reporting done by Los Angeles County.
- Director of Public Works, Noe Negrete spoke about the maintenance staff keeping up with potholes due to the rain. He also noticed an increase in illegal trash dumping. He also noted that the Florence Avenue Bridge construction is still occurring and will provide information on closures.

- Director of Planning, Wayne Morrell spoke about the 'Local Restaurant Guide' created by the Planning Department in conjunction with the Chamber of Commerce that lists all the restaurants within the city that are offering take-out and delivery. He also talked about setting up interviews with Council with the consultants.
- Director of Police Services, Dino Torres did not report.
- Fire Chief, Brent Hayward reported that call volumes have decreased by 15%, and that fire personnel are wearing protective equipment. He also provided an update on COVID-19 cases within the City.
- Director of Finance, Travis Hickey spoke about Finance staff working remotely and is asking staff to share pictures of their work-from-home partners. He also spoke about the Human Resources Department sharing resources and information to all employees that can provide support the pandemic.
- Director of Community Services, Maricela Balderas spoke about SASSFA continuing to provide congregate meals to the seniors within the community. She also shared that staff has been making phone calls to check on the well-being of the seniors who frequent the neighborhood center. She also reported that Parks and Recreation Staff will provide surveillance of city parks to ensure that social distancing is being enforced during the Easter holiday weekend. She added that the City Library has been providing e-book and online homework help. Lastly, she communicated that staff has been posting on all social media outlets keeping the community informed with COVID-19 updates and information.

13. COUNCIL COMMENTS

Councilmember Rodriguez thanked staff for keeping up with morale and for doing a great job. She also thanked the Santa Fe Springs Women's Club for helping high school students with their college applications. Lastly, she encouraged everyone to continue to provide donations for those in need.

Councilmember Trujillo appreciated the daily briefings from staff. She also mentioned that she has about 30 cloth face masks that have been donated by Streetwise Clothing that are available to anyone who needs one. Lastly, she thanked the first responders and expressed excitement in being able to resume normal everyday activities once the pandemic ends.

Councilmember Zamora thanked all those in attendance on Zoom. He also thanked all the medical personnel who are working to combat the disease. Lastly, he praised the work done in the distribution of the Easter goodie bags to all the families this past week. He wished everyone well and asked for everyone to take care.

Mayor Pro Tem Mora expressed thanks to all city personnel as well as the first responders, including all the essential workers. He encouraged everyone to follow CDC and County guidelines. Lastly, he asked for everyone to stay safe.

Mayor Rounds thanked staff for a successful Easter goodie bag distribution. He also thanked all city staff who are working remotely and at City Hall. Lastly, he thanked the first responders for their great work.

CLOSED SESSION

14. THREAT TO PUBLIC SERVICES OR FACILITIES

(Pursuant to California Government Code Section 54957)

Consultation with: Fire Chief, Police Chief and Captain, Director of Police Services, City Attorney

CLOSED SESSION

15. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, Director of Finance, Human Resources Manager, City Attorney, Labor Negotiator.

Employee Organizations: Santa Fe Springs City Employees' Association and Santa Fe Springs Firefighters' Association

CLOSED SESSION

16. CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to California Government Code Section 54957.6)

Agency Designated Representatives: City Manager, City Attorney, Labor Negotiator

Employee Organization: Santa Fe Springs Executive, Management and Confidential Employees' Association

CLOSED SESSION

17. PUBLIC EMPLOYMENT

(Pursuant to California Government Code Section 54957(b)(1))

TITLE: City Manager Evaluation

Mayor Rounds recessed the meetings at 7:21 p.m.

Mayor Rounds convened the meeting at 9:54 p.m.

City Attorney, Ivy M. Tsai, provided a report on the closed session items: Direction was given to staff and no reportable action was taken.

17. ADJOURNMENT

Mayor Rounds adjourned the meeting at 9:56 p.m.

William K. Rounds, Mayor

ATTEST:

Janet Martinez, City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6B

May 14, 2020

CONSENT CALENDAR

Proclaiming the Month of April 2020 as DMV/Donate Life Month in Santa Fe Springs

RECOMMENDATION

- Proclaim the Month of April 2020 as "DMV/Donate Life Month."

BACKGROUND

In recognition of National Donate Life Month, the California Organ and Tissue Donor Registry encourages others to become organ and tissue donors, by registering on-line, or when they apply for, or renew, their driver's license or I.D. card. More than 113,000 individuals nationwide and more than 21,000 Californians are currently on the national organ transplant waiting list. In addition to there being a need for organs and tissue donors, the nation is also in urgent need of blood and marrow donors.

Raymond R. Cruz
City Manager

Attachment:

1. Proclamation – DMV/Donate Life California Month

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;

WHEREAS, more than 112,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting due to the shortage of donated organs;

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities;

WHEREAS, more than 600,000 units of blood per year are required to meet the need in California;

WHEREAS, each year, there are 18,000 patients in need of volunteer marrow donors;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need;

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood;

WHEREAS, the spirit of giving and decision to donate are not restricted by age or medical condition;

WHEREAS, over sixteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

WHEREAS, California residents interested in saving a life through living kidney donation are encouraged to visit www.LivingDonationCalifornia.org for more information;

NOW, THEREFORE, BE IT RESOLVED, that in recognition of National Donate Life Month, the month of April 2020 is hereby proclaimed "DMV/Donate Life Month" in the City of Santa Fe Springs, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFEcalifornia.org or www.doneVIDAcalifornia.org.

William K. Rounds, Mayor

ATTEST:

Janet Martinez, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6C

May 14, 2020

CONSENT AGENDA

Agreement for Legal Services for Land Acquisition by Eminent Domain for the Alondra Boulevard /Valley View Avenue Intersection Improvement Project

RECOMMENDATION

- Approval of the Agreement between the City of Santa Fe Springs, City of La Mirada and Jones & Mayer for legal services for land acquisition by Eminent Domain; and
- Authorize the City Manager to Execute the Agreement for Legal Services.

BACKGROUND

The City Council, at the January 30, 2018 meeting approved a Measure R Funding Agreement in the amount of \$2,667,000 with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Alondra Boulevard/Valley View Avenue Intersection Improvements Project (Alondra/Valley View Project). The intersection is jointly shared between the Cities of La Mirada and Santa Fe Springs.

The Alondra/Valley View Project impacts three (3) properties and requires a combination of land acquisition and temporary construction easement(s). In particular, one of the properties is at 15910 Valley View Avenue, La Mirada, CA 90638.

Property acquisition negotiations have been ongoing for the needed right-of-way. It appears that a mutual agreement for the purchase of a portion of property and a temporary construction easement at 15910 Valley View Avenue (southeast corner of Valley View Avenue and Alondra Boulevard) may not be reached. Since the City of Santa Fe Springs is the lead agency on the acquisition, its City Attorney, Jones & Mayer, will be addressing the legal issues for the entire project, including this location in the City of La Mirada.

LEGAL REVIEW

The City Attorney's office has reviewed the Legal Services Agreement for Land Acquisition by Eminent Domain.

FISCAL IMPACT

The Measure R Funding Agreement with LACMTA provides a Right-of-Way Support and Acquisition Budget that covers the cost of the right-of-way acquisitions and associated legal services required by the Alondra Boulevard/Valley View Avenue Project. Therefore, the cost for the legal services will be reimbursed by LACMTA.

Report Submitted By:

Noe Negrete

Director of Public Works

A handwritten signature in blue ink, appearing to be "NN", is written over the printed name of Noe Negrete.

Date of Report: May 7, 2020

INFRASTRUCTURE IMPACT

The Alondra/Valley View Intersection Improvements Project will enhance the safety of commuters and pedestrians at this busy intersection.



Raymond R. Cruz
City Manager

Attachment:

1. Agreement for Legal Services for Land Acquisition by Eminent Domain

**AGREEMENT FOR LEGAL SERVICES
For
LAND ACQUISITION BY EMINENT DOMAIN**

THIS AGREEMENT for legal services (hereinafter referred to as AGREEMENT) by and between the CITY OF LA MIRADA, hereinafter referred to as the "CITY," and JONES & MAYER, a law firm, hereinafter referred to as "ATTORNEY", and CITY OF SANTA FE SPRINGS ("Santa Fe Springs") is entered into this _____ day of _____, 2020.

RECITALS

WHEREAS, the CITY desires to engage ATTORNEY to perform services as special counsel for the CITY.

WHEREAS, ATTORNEY represents that the principal representative is authorized to enter into this agreement on behalf of ATTORNEY and ATTORNEY is willing to perform such services hereinafter defined.

WHEREAS, CITY is working collaboratively with the City of Santa Fe Springs to pursue the Alondra Boulevard & Valley View Avenue Intersection Improvement Project ("Project") to improve the roadway and intersection for the public's benefit.

WHEREAS, ATTORNEY currently serves as City Attorney for the City of Santa Fe Springs.

WHEREAS, CITY and City of Santa Fe Springs have agreed that the City of Santa Fe Springs will take the lead on the Project, including property acquisition on behalf of both cities to make way for the Project.

WHEREAS, CITY and City of Santa Fe Springs have also agreed that City of Santa Fe Springs will pay all costs and fees associated with the acquisition of property, including property condemned by the CITY.

WHEREAS, City of Santa Fe Springs will utilize Los Angeles County Measure "R" grant funds for this purpose.

WHEREAS, ATTORNEY has been engaged by City of Santa Fe Springs to handle the eminent domain process on behalf of the City of Santa Fe Springs.

WHEREAS, CITY desires to engage ATTORNEY to handle the eminent domain process on behalf of CITY pursuant to the terms and conditions in this Agreement.

WHEREAS, City of Santa Fe Springs desires to memorialize, herein, its agreement to pay on behalf of CITY all fees and costs associated with acquisition of land needed for the Project, including ATTORNEY's fees and costs arising out of the services performed pursuant to this AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

1. **REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE.**

The representative of the parties who are primarily responsible for the administration of the AGREEMENT, and to whom formal notice, demands and communications shall be given, are as follows:

A. The principal representative of the CITY shall be:

Jeff Boynton, City Manager
CITY OF LA MIRADA
13700 La Mirada Blvd
La Mirada, CA 90638
(909) 430-2245

B. The principal representative of ATTORNEY shall be:

Richard D. Jones, Esq.
JONES & MAYER
3777 N. Harbor Blvd.
Fullerton, CA 92835
(714) 446-1400

C. The principal representative of the City of Santa Fe Springs shall be.

Raymond R. Cruz, City Manager
CITY OF SANTA FE SPRINGS
11710 E. Telegraph Rd.
Santa Fe Springs, Ca 90670
(562) 868-0511

D. Formal notices demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.

E. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said changes.

2. **RETENTION.** The CITY retains ATTORNEY to act as special counsel for CITY to perform services as requested of it by the CITY. ATTORNEY accepts the assignment and agrees to render such services as ATTORNEY on the terms and conditions herein.

3. **SCOPE OF SERVICES.** The scope of such services is set forth in the attached "Scope of Services" which is made Exhibit "A" to this Agreement.

4. **COMPENSATION.** The City of Santa Fe Springs, on behalf of CITY, agrees to pay ATTORNEY for the above-stated services, as set forth in the aforementioned attached proposal and as set forth in the fee schedule, Exhibit "B" attached hereto. Compensation. Payments for services rendered pursuant to this

Agreement shall be made at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to ATTORNEY for services rendered pursuant to this Agreement. ATTORNEY shall submit all billings for said services to the City of Santa Fe Springs, on behalf of CITY, and said bills shall include the billing amount, total hours billed, total hours per day billed, hourly billing rate, and a description of the services rendered.

5. **COSTS AND EXPENSES.** In addition to paying fees for legal services, City of Santa Fe Springs, on behalf of CITY, shall reimburse ATTORNEY for all costs and expenses related to such legal services, including costs and expenses listed in the Exhibit "B;" and such other costs and expenses as are incurred from time to time, including but not limited to, filing fees, service of process, witness fees, court reporter fees, transcripts, jury, messenger and other delivery charges, mileage, investigation expenses, consultant fees, expert witness fees, and other similar items. ATTORNEY shall obtain City of Santa Fe Springs' and CITY's consent before hiring any investigators, consultants or expert witnesses. Except as may otherwise be set forth in Exhibit "B," all costs and expenses shall be reimbursed based on the ATTORNEY's cost therefor.

6. **STATEMENTS.** ATTORNEY shall send City of Santa Fe Springs, periodic statements for legal service fees and costs and expenses incurred under this Agreement. Said statements shall include the billing amount, total hours billed, total hours per day billed, hourly billing rate, a description of the services rendered, as well as itemized costs and expenses. City of Santa Fe Springs, on behalf of CITY, shall pay such statements within thirty (30) days after receipt of said statement.

7. **PERSONNEL.** The principal attorney(s) assigned by ATTORNEY to provide the services under this AGREEMENT are Carrie A. Raven, Esq. and Russell Hildebrand, Esq. In the event that CITY, in its sole discretion, at any time during the term of this AGREEMENT, desires the removal of any person or persons assigned by ATTORNEY to perform services pursuant to this AGREEMENT, ATTORNEY shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

8. **STANDARD OF PERFORMANCE.** ATTORNEY shall devote such time as may be reasonably necessary for satisfactory performance of ATTORNEY's obligations pursuant to this AGREEMENT. ATTORNEY shall perform all services required pursuant to this AGREEMENT in a manner and according to the standards observed by a competent practitioner of the legal profession in the geographical area in which ATTORNEY practices its profession. All products and/or services of whatsoever nature which ATTORNEY delivers to CITY pursuant to this AGREEMENT shall be prepared and delivered in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed in the legal profession. CITY shall be the sole judge as to whether the product of the ATTORNEY is satisfactory.

9. **INDEPENDENT CONTRACTOR.** It is expressly agreed that in the performance of the services necessary to carry out this Agreement, ATTORNEY shall be, and is, an independent contractor, and is not an employee of the CITY or the City of Santa Fe Springs. ATTORNEY has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting ATTORNEY in the performance of ATTORNEY's services hereunder. ATTORNEY shall be solely responsible for all matters relating to the

payment of its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for ATTORNEY's own acts and those of ATTORNEY's subordinates and employees.

10. **COMMON INTEREST/JOINT REPRESENTATION.** Unless expressly stated in writing to the contrary, any communications among ATTORNEY and the CITY and Santa Fe Springs concerning the subject of the Project and/or the Eminent Domain process/proceeding, including, but not limited to, work product, conversations, documents, memoranda, and other communications are confidential and are protected by the joint defense/joint litigant and common interest privileges or protections, and the attorney client privilege.

11. **INDEMNITY AND INSURANCE**

A. **INDEMNITY.** ATTORNEY hereby agrees to protect, indemnify and hold CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees and other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of the negligent acts, errors or omissions by ATTORNEY in the performance of its services under this Agreement. This provision is not intended to create any cause of action in favor of any third party against ATTORNEY or the CITY or to enlarge in any way the ATTORNEY'S liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from ATTORNEY'S negligent performance hereunder. ATTORNEY agrees that ATTORNEY's covenant under this Section shall survive the termination of this AGREEMENT.

B. **INSURANCE.** ATTORNEY shall always procure and maintain during the term of this Agreement insurance as set forth in "C" attached hereto. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve ATTORNEY from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

12. **WORK PRODUCT.** Any and all reports, manuscripts and any other work product, whether completed or not, that are prepared or developed by ATTORNEY under this Agreement are the property of the CITY and shall be turned over to CITY promptly at CITY'S request or at the termination of the Agreement, whichever is earlier.

13. **TERMINATION FOR CONVENIENCE.** This Agreement may be canceled at any time by CITY for its convenience upon written notification to ATTORNEY. ATTORNEY shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. ATTORNEY shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of CITY and

ATTORNEY shall deliver the files in this matter to AGENCY, along with any other CITY funds or property in ATTORNEY'S possession.

14. **ASSIGNMENT AND SUBCONTRACTING.** Neither party shall assign or subcontract the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.

15. **ATTORNEY – NOT PUBLIC OFFICIAL.** ATTORNEY is not a "public official" for purposes of Government Code Sections 87200, et seq. in regard to its representation of CITY under this Agreement. ATTORNEY conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, ATTORNEY possesses no authority with respect to any ATTORNEY decision beyond the rendition of information, advice, recommendation or counsel.

16. **ATTORNEY NOT AGENT.** Except as CITY may specify in writing, ATTORNEY shall have no authority, express or implied, to act on behalf of AGENCY in any capacity whatsoever as an agent. ATTORNEY shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

17. **LICENSES, PERMITS, ETC.** ATTORNEY represents and warrants to CITY that ATTORNEY has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for ATTORNEY to practice ATTORNEY's profession. ATTORNEY represents and warrants to CITY that ATTORNEY shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits and approvals which are legally required for ATTORNEY to practice its profession.

18. **CONFLICT OF INTEREST.** The following protection against conflict of interest will be upheld:

A. CITY certifies that no member, officer, or employee of CITY or its designees or agents, and no other public official of CITY who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during the term of this Agreement or for one year thereafter.

B. ATTORNEY certifies that no member, officer, or employee of ATTORNEY or its designees or agents, and no other public official of ATTORNEY who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, during the term of this Agreement or for one year thereafter. Notwithstanding, for clarity, ATTORNEY does have an interest in the proceeds of this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated by ATTORNEY.

C. Santa Fe Springs certifies that no member, officer, or employee of Santa Fe Springs or its designees or agents, and no other public official of Santa Fe Springs who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or

indirect in this Agreement, or in its proceeds during the term of the Agreement or for one year thereafter.

D. ATTORNEY shall incorporate, or cause to be incorporated, in all sub-agreements for work to be performed under this Agreement a provision prohibiting such interest pursuant to the purposes of this section.

E. ATTORNEY shall immediately notify CITY of any real or possible conflict of interest between work performed for CITY and for other clients served by ATTORNEY.

19. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

20. FORCE MAJEURE. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

21. SEVERABILITY. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

22. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Orange. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

[SIGNATURES OF FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF this Agreement is signed by the parties hereto on the date first above written.

"CITY OF LA MIRADA"

Date _____

Jeff Boynton, City Manager

APPROVED AS TO FORM:

James L. Markman, City Attorney

"CITY OF SANTA FE SPRINGS"

Date _____

Raymond R. Cruz, City Manager

APPROVED AS TO FORM:

Ivy M. Tsai, City Attorney

"ATTORNEY"
JONES & MAYER

Date _____

Richard D. Jones, Managing Partner

EXHIBIT "A"

SCOPE OF LEGAL SERVICES

ATTORNEY will oversee, manage, and perform work related to each of the following steps:

- Initial contact by government agency to express interest in the property and/or scheduling date for appraisal or environmental assessment of the property;
- Notice of intent to appraise is delivered to the owner, offering the owner the right to accompany the appraiser;
- Appraisal of the property, including improvements, is conducted by agency retained appraiser;
- Offer to purchase the property is made to the owner, together with summary of appraisal upon which offer to purchase is made;
- Notice of public hearing before La Mirada City Council to adopt "resolution of necessity" to acquire property by eminent domain;
- Public hearing is held to adopt "resolution of necessity" to acquire the property by eminent domain and ATTORNEY will present the resolution to the City Council;
- Eminent domain complaint and related pleadings is filed in court and served on property owner;
- Notice of Lis Pendens recorded against property;
- Deposit by agency of the probable amount of just compensation is paid into court;
- Agency files motion with the court requesting early possession of the property (if necessary);
- Discovery (i.e., depositions and document production) takes place in eminent domain action, and both the property owner and government hire appraisers to determine "fair market value" of the subject property;

- The property owner and government exchange their respective appraisers' reports;
- Final settlement offers and demands are exchanged (about 20 days before trial);
- If settlement cannot be reached, trial of the eminent domain action takes place before a jury whose job it is to determine "fair market value" of the subject property;
- Jury returns verdict and judgment is entered;
- Government pays judgment within 30 days following entry of judgment and title to subject property is transferred to the government by the court;
- Throughout process, regularly provide status updates to CITY and City of Santa Fe Springs; and
- Participate in meeting with client, as requested, and communicate with legal counsel retained by property owner.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

- I. **AMOUNT OF COMPENSATION.** For performing and completing all services pursuant to Exhibit "A" Scope of Services, ATTORNEY shall be compensated at a rate of \$225.00 per hour.
- II. **BILLING.** At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, ATTORNEY shall submit an invoice to the City of Santa Fe Springs at the following address:

Raymond R. Cruz, City Manager
CITY OF SANTA Fe SPRINGS
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

The invoice submitted pursuant to this paragraph shall show the:

- 1) Case and/or matter name;
 - 2) Name and hours worked (to the tenth of an hour) by each attorney who performed services during the billing period;
 - 3) The hourly billing rate;
 - 4) A description of the services rendered
 - 5) Actual out-of-pocket expenses incurred in the performance of services; and,
 - 6) Other such information as the City may reasonably require.
- III. **METHOD OF PAYMENT.** Payment to ATTORNEY for the compensation specified in Section I, above, shall be made after the City Manager or designee determines that the billing submitted pursuant to Section II, above, accurately reflects work satisfactorily performed. City of Santa Fe Springs, on behalf of CITY, shall pay ATTORNEY within thirty (30) days of submission of the invoice.

EXHIBIT "C"

The ATTORNEY shall maintain throughout the duration of the term of the AGREEMENT, liability insurance covering the ATTORNEY and, with the exception of Professional Liability Insurance, designating CITY including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultant's, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the ATTORNEY's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the ATTORNEY's insurance policies shall be primary as respects any claims related to or as the result of the ATTORNEY's work. Any insurance, pooled coverage, or self-insurance maintained by the CITY, its elected or appointed officials, directors, officers, agents, employees, volunteers, or ATTORNEYS shall be non-contributory.

Professional Liability Insurance	\$1,000,000/\$2,000,000
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General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a.	Any vehicle, combined single limit	\$1,000,000
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The ATTORNEY shall provide thirty (30) days advance notice to CITY in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to CITY thirty (30) days prior to the effective date of this AGREEMENT. Refusal to submit such certificates shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including termination of this AGREEMENT. If proof of insurance required under this AGREEMENT is not delivered as required or if such insurance is canceled and not adequately replaced, CITY shall have the right but not the duty to obtain replacement insurance and to charge the ATTORNEY for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the ATTORNEY.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by CITY's Risk Manager.

ATTORNEY shall immediately advise CITY of any litigation that may affect these insurance policies.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 6D

May 14, 2020

CONSENT AGENDA

A Resolution of the City Council Reaffirming the Existence of a Local Emergency Due to the Threat of COVID-19 (pursuant to Government Code section 8630)

RECOMMENDATION

- Adopt Resolution No. 9672:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19.

BACKGROUND

On March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19. On March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak. On March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19. On March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency.

Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency. At this time, the "Stay Home" order of the Director of the California Department of Public Health and the "Safer at Home" order of the Los Angeles County Public Health Officer remain in effect. There is currently no vaccine or known treatment for COVID-19, and as of May 4, 2020, the Los Angeles Department of Public Health reported 26,217 cases of COVID-19 in Los Angeles County, including 1,256 deaths. COVID-19 continues to pose an extreme peril to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist. Therefore, staff recommends that the City Council adopt the attached Resolution affirming the existence of a local emergency in accordance with Government Code section 8630(c).


Raymond R. Cruz
City Manager

Attachment

1. Resolution No. 9672

RESOLUTION NO. 9672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA, REAFFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREAT OF COVID-19

WHEREAS, on March 4, 2020, the Governor of California issued a proclamation declaring a state of emergency due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a proclamation of national emergency, beginning March 1, 2020, due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Manager, acting as the Director of Emergency Services, issued a proclamation declaring the existence of a local emergency beginning March 12, 2020, due to the threat of COVID-19; and

WHEREAS, on March 18, 2020, the City Council adopted Resolution No. 9668 ratifying the proclamation declaring the existence of a local emergency, and on April 9, 2020, the City Council adopted Resolution No. 9669 relating to taking action in response to the local emergency; and

WHEREAS, Government Code section 8630(c) provides that the City Council shall review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency; and

WHEREAS, the "Stay Home" order of the Director of the California Department of Public Health and the "Safer at Home" order of the Los Angeles County Public Health Officer remain in effect; and

WHEREAS, there is currently no vaccine or known treatment for COVID-19, and as of May 4, 2020, the Los Angeles Department of Public Health reported 26,217 cases of COVID-19 in Los Angeles County, including 1,256 deaths; and

WHEREAS, COVID-19 continues to pose an extreme peril to the safety of individuals in Santa Fe Springs and Los Angeles County, and the reasons for declaring a local emergency still exist.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council determines that there is need for continuing the local emergency until such time as the City Council declares the termination of the local emergency. The City Council will review the need for continuing the local emergency at least once every 60 days in accordance with Government Code section 8630(c).

2. The City Council reaffirms Resolution Nos. 9668 and 9669 relating to the declaration of and response to a local emergency due to the threat of COVID-19, and all parts therein.

APPROVED and ADOPTED this 14th day of May, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

William K. Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



PUBLIC HEARING

Adoption of Resolution No. 9670 to amend the Land Use Element of the City's General Plan (General Plan Amendment No. 29), to correct a typographical error related to the maximum building coverage for all properties within the city boundary that is currently designated as Business Park on the City's General Plan map

RECOMMENDATIONS:

- Open the Public Hearing and receive any comments from the public regarding Resolution No. 9670 and, after receiving all public comments, close the Public Hearing; and
- Find and determine that an action to amend the Land Use Element of the City's General Plan, to correct a typographical error related to the maximum building coverage for all properties designated as Business Park, is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3)-Activities Covered by General Rule; and
- Adopt Resolution No. 9670, which incorporates the City Council's findings and recommendation regarding this matter.

BACKGROUND

The subject Resolution involves an amendment of the Land Use Element of the City's General Plan (General Plan Amendment No. 29) to correct a typographical error relating to the maximum building coverage for properties designated as Business Park on the City's general plan map. The affected parcels include all properties within the city boundary that is currently designated as Business Park on the City's General Plan map. According to the general plan land use element, said parcels total roughly 104-acres overall. The typographical error was recently discovered by staff while reviewing a proposed development project at 9920 Pioneer Boulevard (APN: 8055-010-011). As standard practice when reviewing new development projects, staff reviewed the project for both conformance with the overall purpose and objective of the Zoning Ordinance and consistency with the goals, policies and program of the City's General Plan. In doing so, staff discovered that although the M-L, Limited Manufacturing, zone provides for a maximum lot coverage of 50%, the General Plan stated that properties designated as Business Parks were limited to a maximum lot coverage of 25%.

CITY OF SANTA FE SPRINGS – GENERAL PLAN LAND USE ELEMENT

1) **Business Parks:** A high standard of design control, landscaping, setbacks, etc., should be required in order to create a park-like atmosphere. Offices of all types, particularly company headquarters and research and development activities, are to be encouraged. Industrial uses in this area should be restricted to limited manufacturing, research and light assembly operations. Restaurants and other commercial services catering to industries and their employees and customers are allowed. Oil production, storage or refining should be avoided or should be an intermediate land use. The minimum lot size in the 104 acres of land zoned ML is 25,000 square feet with a maximum building coverage of **twenty-five (25) percent**.

CITY OF SANTA FE SPRINGS – ZONING ORDINANCE***Part 7. ML Limited Manufacturing Administration and Research Zone District***

- [155.180](#) Purpose
- [155.181](#) Principal permitted uses
- [155.182](#) Accessory uses
- [155.183](#) Conditional uses
- [155.184](#) Property development standards
- [155.185](#) Lot area, width and depth
- [155.186](#) Population density
- [155.187](#) Building height
- [155.188](#) Front yard
- [155.189](#) Side yard
- [155.190](#) Rear yard
- [155.191](#) Permitted encroachments in required yards
- [155.192](#) Distance between buildings
- [155.193](#) Minimum size of buildings
- [155.194](#) Lot coverage

§ 155.194 LOT COVERAGE.

The maximum building coverage shall not exceed 50% of the total lot area.

('64 Code, § 45.17) Penalty, see § [10.97](#)

As proposed, the project at 9920 Pioneer Boulevard complies with the City's Zoning Ordinance, but the project did not comply with the 25% lot coverage as currently stated within the City's General Plan. Therefore, upon discovering this significant inconsistency, staff began a more thorough investigation of the archived General Plan files, the various M-L (Limited Manufacturing) Zone Text Amendment files, and past development projects within the surrounding area.

While researching said documents and files, staff discovered the following:

1. Table 1 - Land Use Summary, within the General Plan EIR identifies Mixed Use Industrial/Business Parks as having a 50% density.

TABLE 1 SANTA FE SPRINGS GENERAL PLAN LAND USE SUMMARY								
Land Use	Density/ Intensity	Existing Gross Acres	Existing DU/Sq. Ft. ²	Existing Population ¹	Proposed Gross Acres	Proposed DU/Sq. Ft. ²	Projected Population ¹	Acres of Change
NON-RESIDENTIAL								
General Commercial	50%	34.79	757,726	n/a	34.79	757,726	n/a	0
Commercial Center	50%	112.35	2,446,983	n/a	112.35	2,446,983	n/a	0
Freeway Commercial	50%	89.73	1,954,319	n/a	89.73	1,954,319	n/a	0
Mixed Use Industrial	50%	103.85	2,261,853	n/a	683.22	14,880,531	n/a	579.37
Light Industrial	50%	188.81	4,112,281	n/a	188.81	4,112,282	n/a	0
Heavy Industrial ³	50%	3,441.34	74,952,385	n/a	2,861.97	62,333,706	n/a	579.37
Civic Center	50%	12.80	278,784	n/a	12.80	278,784	n/a	0
Fire Stations	50%	3.01	65,558	n/a	3.01	65,558	n/a	0
Churches	50%	10.82	235,660	n/a	10.82	235,660	n/a	0
Community and Cultural Sites	50%	22.20	483,516	n/a	22.20	483,516	n/a	0
Cemeteries	n/a	21.48	935,669	n/a	21.48	935,669	n/a	0
Parks/Open Space	n/a	111.18	4,843,001	n/a	111.18	4,843,001	n/a	0
Schools	50%	121.49	2,646,052	n/a	121.49	2,646,052	n/a	0
Subtotal		4,273.85	95,973,787	n/a	4,273.85	95,973,787	n/a	0
TOTAL		4,750.54		n/a	4,750.54		n/a	

Santa Fe Springs General Plan Draft EIR
Page 46

2. The Project Description, within the General Plan EIR, identifies a 50% maximum building coverage for properties designated as Business Parks.

PROJECT DESCRIPTION

1. Business Parks

This land use category is subject to a high standard of design control, landscaping and setbacks to create a park-like atmosphere. The area proposed for business parks is located between the Santa Fe Springs residential community and the Southern Pacific Railroad and extends down Telegraph Road and Bloomfield Avenue. Examples of this use include the Heritage Corporate Center and the Town Center Business Park. Offices of all types, particularly company headquarters and research and development activities are to be encouraged. Industrial uses in this area should be restricted to limited manufacturing, research and light assembly operations. Restaurants and other commercial services catering to industries, their employees and customers are permitted. Oil production, storage or refining should be avoided or should be an intermediate land use. Currently, 104 acres of land is zoned ML. The minimum lot size for the business park category is 25,000 square feet with a **maximum building coverage of 50%.**

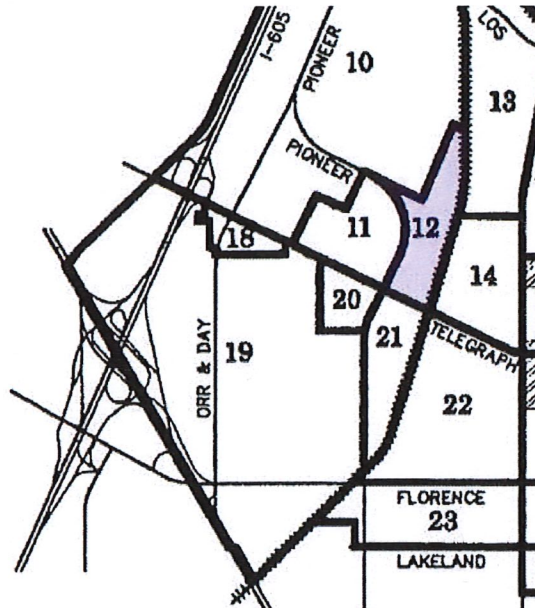
Santa Fe Springs General Plan Draft EIR
Page 63

3. An analysis of nearby properties reveal that all adjacent properties designated as Business Park are currently developed with a lot coverage of no less than 38.3%. In fact, the average lot coverage for said properties was 45.9%. This would mean that every single property would be considered non-conforming and could not be developed unless the owner was willing to reduce the coverage to 25% as currently stated within the General Plan.



	Site Address	Acreage	Parcel Sq. Ft.	Building Sq. Ft.	Lot Coverage
	<i>Subject Property at: 9920 Pioneer Blvd</i>	8.34	363,290	+/- 158,000	43.4%
1	11909 Telegraph Rd	3.33	+/- 145,054	+/- 57,350	39.5%
2	11949 Telegraph Rd	2.28	+/- 99,366	+/- 40,925	41.1%
3	11755 Telegraph Rd	4.88	+/- 212,572	+/- 81,600	38.3%
4	11738 Willake St	0.71	+/- 31,087	+/- 14,600	46.3%
5	11724 Willake St	0.57	+/- 24,829	+/- 11,900	47.9%
6	11704 Willake St	0.73	+/- 31,714	+/- 16,100	50.8%
7	11705 Willake St	0.73	+/- 31,828	+/- 15,400	49.9%
8	11725 Willake St	0.58	+/- 25,130	+/- 11,900	47.3%
9	11739 Willake St	0.73	+/- 31,969	+/- 14,860	46.4%
10	9916 Pioneer Blvd	0.58	+/- 25,230	+/- 10,300	40.8%
11	11824 Hamden Pl	0.57	+/- 24,880	+/- 12,700	51.0%
12	11842 Hamden Pl	0.93	+/- 40,722	+/- 19,475	47.8%
13	11850 Hamden Pl	0.57	+/- 24,823	+/- 12,550	50.5%
AVERAGE LOT COVERAGE:					45.9%

4. An analysis of Zone 12 – An area of study within the General Plan TIA (Traffic Impact Analysis) revealed that the average development within Zone 12 has a building coverage of 34.9%. Once again, confirming that development in and around the area is well above the 25% currently stated within the General Plan.



PARCEL SF	1,323,675 SF
BUILDING SF	463,085 SF
BUILDING COVERAGE	34.9%

Figure A-1
SFSTM TRAFFIC ANALYSIS
ZONE SYSTEM

5. An analysis of the proposed development project at 9920 Pioneer Blvd, even with an additional 5,849 square feet more than the current development on the subject property, would still fall under the average AM, PM, and Daily trip generation rates compared to the average rate identified for Zone 12 within the General Plan TIA. In the AM, the trip rate for Zone 12 is 14.6% higher. In the PM, the trip rate for the Zone 12 is 24.0% higher. And the daily trip rate is 20.1% higher.

	Square Feet	Trips Analyzed			Trip Rate per 1,000 Square Feet		
		AM	PM	Daily	AM	PM	Daily
General Plan TIA (Zone 12)	460,090	378	381	2859	0.82	0.83	6.21
Proposed Project	163,518	114	103	811	0.70	0.63	4.96

Below is the Derivation of Trip Generation Rates from Appendix A of the General Plan EIR which details the AM and PM peak periods. According to the Traffic Impact Analysis (TIA), the AM trip rate was based on both the In-Bound (IB) and Out-Bound (OB) rates of 1.38 and .24, respectively. The PM trip rate was based on the In-Bound (IB) and Out-Bound (OB) rates of .33 and 1.15, respectively

APPENDIX A

DERIVATION OF TRIP GENERATION RATES

39. Business Park

Business parks consist of a group of one- or two-story buildings served by a common roadway system and may include a mix of offices, retail and wholesale sales, restaurants, recreation, warehousing, manufacturing, light industrial or scientific research functions.

ADT trip generation rate of 14.37 trips per TSF and the corresponding peak hour rates were taken from the ITE rates for Business Park (ITE Code 770). AM peak hour IB and OB rates are 1.38 and .24, respectively, and PM peak hour IB and OB rates are .33 and 1.15, respectively.

Given that the project is adding an additional 5,849 square feet, yet the trip rates remain below both the existing trip rate as well as the trip rates projected by the original general plan EIR, it is safe to assume that the previous analysis was completed using a lot coverage 50%, as opposed to 25%. Otherwise, the trip rates for the proposed project at 9920 Pioneer Boulevard would have been higher than the rates projected by the original general plan EIR since the project is proposed with a lot coverage of 43.4%.

STAFF REMARKS

For the reasons provided herein, staff firmly believes that there is more than sufficient evidence to conclude that the 25% maximum building coverage for properties designated as Business Park is clearly a typographical error. Staff is, therefore, seeking to revise the current business park description within the Land Use Element of the City's general plan and correct the inconsistency between the existing general plan document and City's Zoning Ordinance, adopted EIR and TIA, as well as the current built environment of parcels designated as Business Park.

Findings in support for the proposed change and evidence that the subject General Plan Amendment meets the criteria established in Sections 65353-65356 of the State Planning, Zoning and Development Laws is set forth in the attached Resolution.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 et seq. and 65854 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.866 of the City's Municipal Code. Legal notice of the Public Hearing was posted at Santa Fe Springs

City Hall and the City's Town Center kiosk. The legal notice was also published in a newspaper of general circulation (Whittier Daily News) on April 30, 2020, as required by the State Zoning and Development Laws and by the City's Zoning Ordinance.

It should be noted that due to the recent Covid-19 (coronavirus) outbreak, Governor Newsome issued Executive Order N-25-20 on March 4, 2020 to temporarily suspend requirements of the Brown Act, which allows the City to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public. All public hearing notices thus also clarified that the upcoming Planning Commission meeting will be held by teleconference since City Hall, including Council Chambers, is currently closed to the public.

The following link to the Zoom meeting, along with the meeting ID, password, and dial in information was also provided:

Electronically using Zoom

Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQZNZVzh4Zz09>

Zoom Meeting ID: 521 620 472

Password: 659847

Telephonically

Dial: 888-475-4499

Meeting ID: 521 620 472

ENVIRONMENTAL DOCUMENT

Following preliminary evaluation of the proposed action, it has determined that an action to amend the Land Use Element of the City's General Plan, to correct a typographical error related to the maximum building coverage for all properties designated as Business Park, is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3). According to Guidelines §15061(b)(3):

"An activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

The determination that the project is exempt is based on the following:

- The proposed action is merely a paper change to correct a typographical error within the Land Use Element.
- The change is consistent with the existing limitations already set forth in the

City's Zoning Ordinance.

- The change is consistent with text and analysis that was provided within the EIR which was prepared and adopted for the last General Plan Update in 1994.
- The change does not automatically allow for new developments to occur. All future development project would still need to obtain the necessary entitlements beforehand.

Staff intends to file a Notice of Exemption (NOE) with the Los Angeles County Clerk, within five (5) days of project approval, if the Planning Commission is in agreement with said determination.

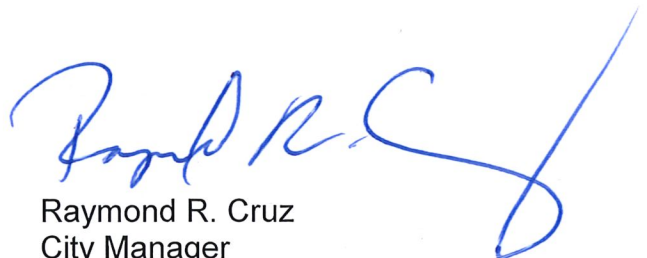
PLANNING COMMISSION CONSIDERATION

At its meeting of April 9, 2020, the City Planning Commission conducted a Public Hearing telephonically on the proposed amendment to the Land Use Element of the City's General Plan. There were no individuals that offered a statement or opinion on the proposed amendment.

After considering the written and oral reports, and discussions during the public hearing, the Planning Commission approved a motion to recommend that the City Council approve the subject Resolution (Resolution No. 9670) to amend the Land Use Element of the City's General Plan (General Plan Amendment No. 29), to correct a typographical error related to the maximum building coverage for all properties within the city boundary that is currently designated as Business Park on the City's General Plan map.

LEGAL REVIEW

The City Attorney's Office has reviewed the proposed resolution (Resolution No. 9670) to amend the Land Use Element of the City's General Plan (General Plan Amendment No. 29), to correct a typographical error related to the maximum building coverage for all properties within the city boundary that is currently designated as Business Park on the City's General Plan map.

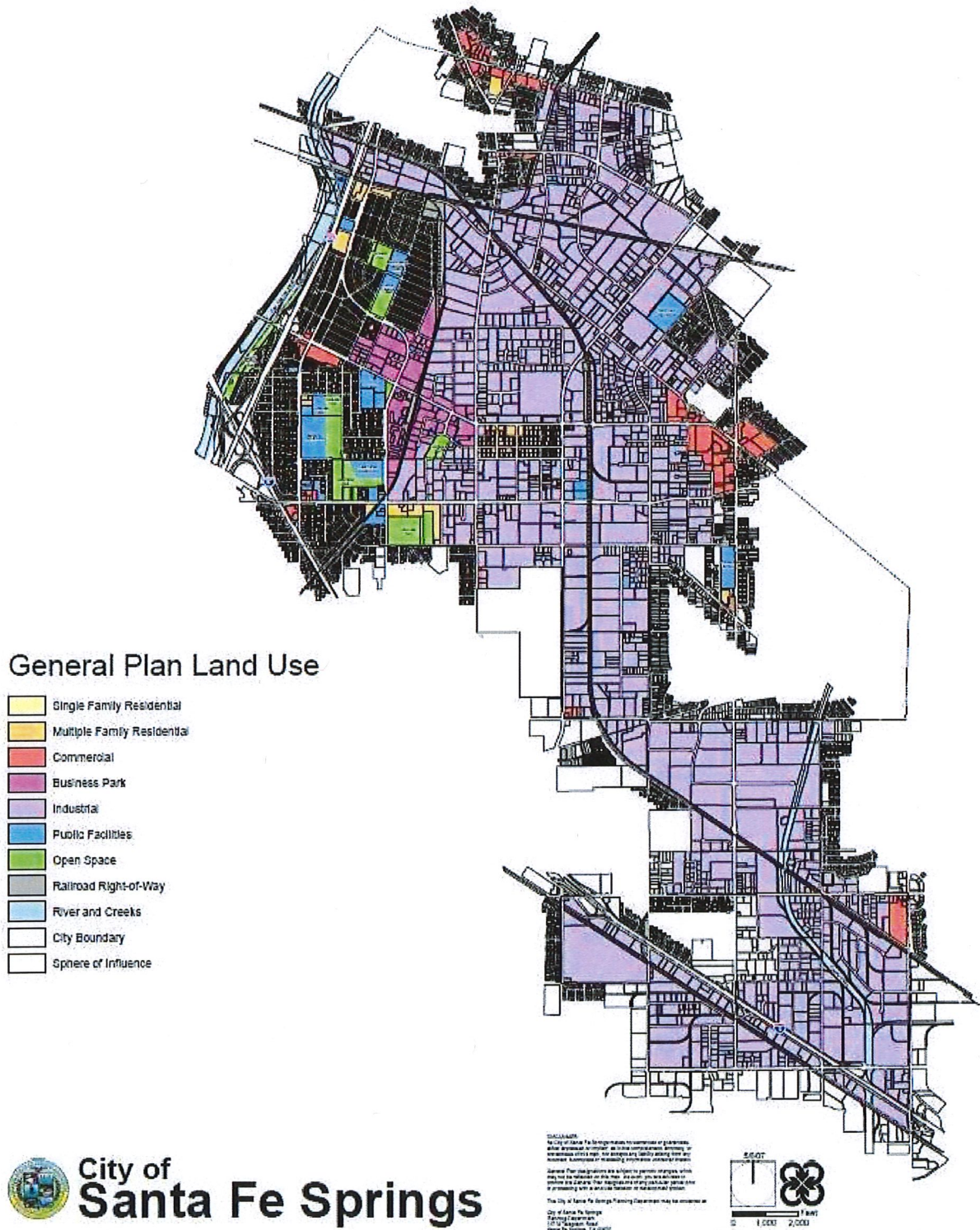


Raymond R. Cruz
City Manager

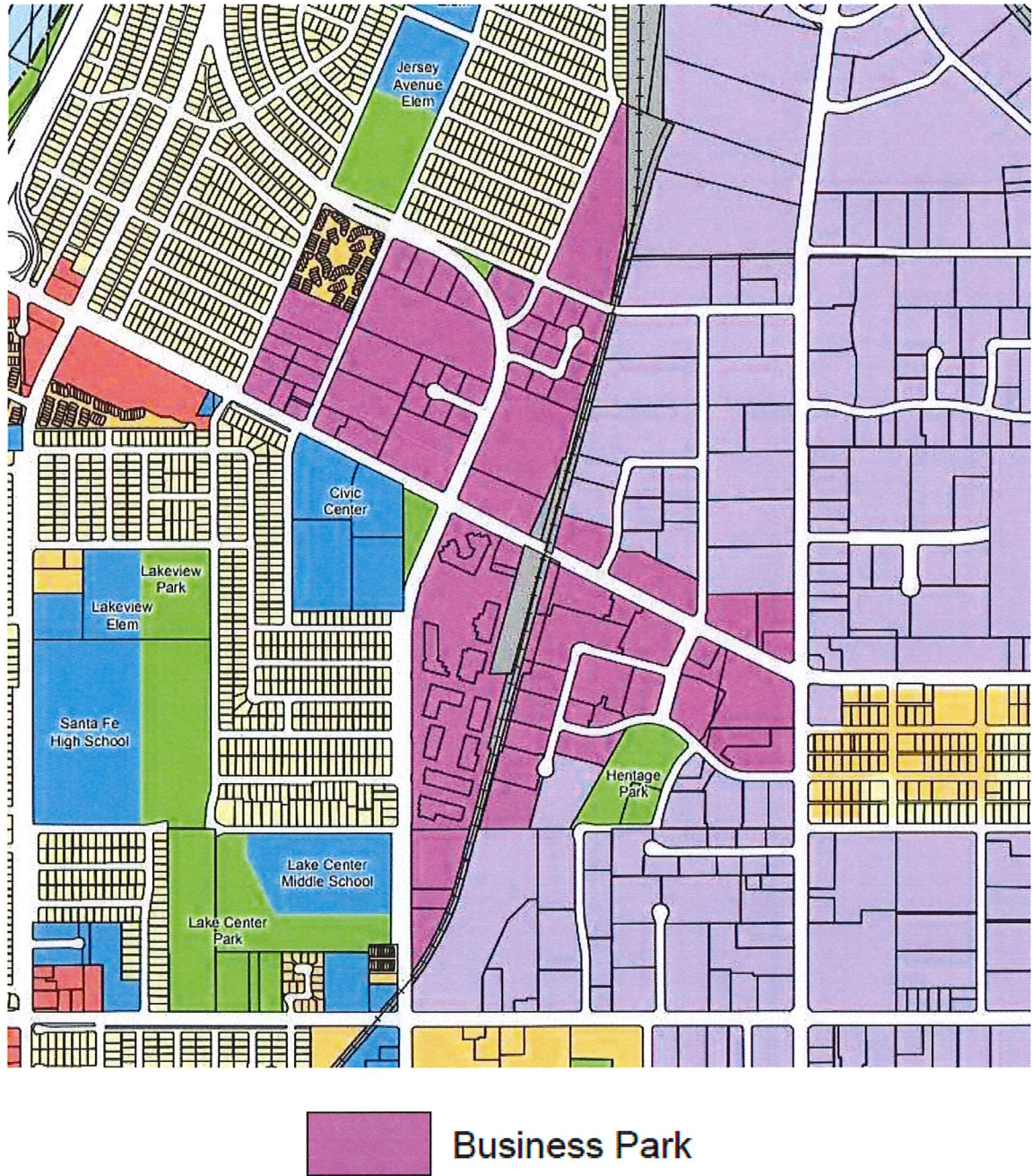
Attachments:

1. Overall General Plan Map
2. Map of Properties Designated as Business Park
3. Public Hearing Notice
4. Resolution No. 9670

Attachment 1 - Overall General Plan Map



Attachment 2 - Map of Properties Designated as Business Park



Attachment 3 - Public Hearing Notice

**CITY OF SANTA FE SPRINGS
NOTICE OF PUBLIC HEARING
RESOLUTION NO. 9670**

NOTICE IS HEREBY GIVEN: that a Public Hearing will be held before the City of Santa Fe Springs City Council to consider the following:

RESOLUTION NO. 9670: A Resolution of the City Council of the City of Santa Fe Springs approving General Plan Amendment No. 29 to amend the Land Use Element of the City's General Plan, to correct a typographical error related to the maximum building coverage for all properties within the city boundary that is currently designated as Business Park on the City's General Plan map.

PROJECT LOCATION: The affected parcels include all properties within the City of Santa Fe Springs city boundary that is currently designated as Business Park on the City's General Plan map.

APPLICANT: City of Santa Fe Springs

CEQA STATUS: After review and analysis, staff intends to file a Notice of Exemption (if the City Council agrees), for a "General Rule" exemption as described and otherwise provided by Section 15061 (b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Consequently, the project is not subject to any CEQA procedures or policies and, therefore, no other environmental documents are required by law.

THE HEARING will be held on **Thursday, May 14, 2020 at 6:00 p.m.** You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom

Go to Zoom.us and click on "Join A Meeting" or use the following link:
<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdkQXN2Vzh4Zz09>

Zoom Meeting ID: 521620472
Password: 659847

Telephonically

Dial: 888-475-4499
Meeting ID 521620472

You may submit public comments in writing by sending them to the City Clerk at cityclerk@santafesprings.org. If you attend the meeting by telegraph, you must submit a public comment in writing to be heard. To ensure that they are received for the meeting, please submit your written comments prior to 4:00pm on the day of the City Council meeting. You may also contact the City Clerk's Office at (562) 868-0511 ext. 7314

FURTHER INFORMATION on this item may be obtained at the City of Santa Fe Springs Planning Department, 1170 Telegraph Road, Santa Fe Springs, California 90670 or by telephone or e-mail: (562) 868-0511, extension 7359, cuongnguyen@santafesprings.org.
Published: April 30, 2020 Whittier Daily News Ad#

Attachment 4 - Resolution No. 9670

RESOLUTION NO. 9670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS, TO AMEND THE LAND USE ELEMENT OF THE CITY'S GENERAL PLAN TO CORRECT A TYPOGRAPHICAL ERROR RELATED TO THE MAXIMUM BUILDING COVERAGE FOR ALL PROPERTIES WITHIN THE CITY BOUNDARY THAT IS CURRENTLY DESIGNATED AS BUSINESS PARK ON THE CITY'S GENERAL PLAN MAP

WHEREAS, the subject amendment to the Land Use Element of the City's General Plan is city-initiated; and

WHEREAS, the subject resolution would ratify the proposed General Plan Amendment (GPA Case No. 29) to correct a typographical error related to the maximum building coverage for all properties designated as Business Park; and

WHEREAS, the affected parcels include all properties within the City of Santa Fe Springs city boundary that is currently designated as Business Park on the City's General Plan map.

WHEREAS, according to the general plan land use element, the affected parcels total roughly 104-acres overall; and

WHEREAS, on April 13, 2020, the City of Santa Fe Springs Planning Commission conducted a duly noticed public hearing, by teleconference, at which time it considered all evidence presented, whether written or oral; and

WHEREAS, after the close of the public hearing, the Planning Commission approved a motion to recommend that the City Council approved the proposed amendment to the Land Use Element of the City's General Plan (General Plan Amendment No. 29), to correct a typographical error related to the maximum building coverage for all properties within the city boundary that is currently designated as Business Park on the City's General Plan map; and

WHEREAS, on April 30, 2020, a legal notice was published in the *Whitter Daily News*, a local paper of general circulation, indicating the date and time of the public hearing; and

WHEREAS, on May 14, 2020, the City Council of the City of Santa Fe Springs held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, the proposed General Plan Amendment (GPA Case No. 29) is considered a project as defined by the California Environmental Quality Act (CEQA), Article 20, Section 15378(a); and

WHEREAS, based on information received, the City Council finds that the proposed project meets the criteria for an exemption, pursuant to California Environmental Quality Act (CEQA), Section 15061(b)(3) (Common Sense Rule); and

NOW, THEREFORE, be it RESOLVED that the CITY COUNCIL of the CITY OF SANTA FE SPRINGS does hereby RESOLVE, DETERMINE and ORDER AS FOLLOWS:

SECTION I. ENVIRONMENTAL FINDINGS AND DETERMINATION

Pursuant to Section 15061(b)(3) (Common Sense Rule) of the California Environmental Quality Act (CEQA), the City Council hereby finds and determines that the project is exempt. The Common Sense Exemption affirms that CEQA applies only to projects which have the potential for causing a significant effect on the environment. If it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment then additional environmental analysis is not necessary to meet the requirements of CEQA. Based on the information received, the City Council finds that a determination to correct a typographical error related to the maximum building coverage for all properties designated as Business Park would not have any significant effect on the environment. The City Council's determination for said exemption is based on the following:

1. The proposed action is merely a paper change to correct a typographical error within the Land Use Element; and
2. The change is consistent with the existing limitations already set forth in the City's Zoning Ordinance; and
3. The change is consistent with text and analysis that was provided within the EIR which was prepared and adopted for the last General Plan Update in 1994; and
4. The change does not automatically allow for new developments to occur. All future development project would still need to obtain the necessary entitlements beforehand.

SECTION II. GENERAL PLAN AMENDMENT FINDINGS

Sections 65353-65356 of the State Planning, Zoning and Development Laws set forth the procedures for amending the City's General Plan. Specifically, the State Planning Laws dictate that at least one public hearing shall be conducted on the proposed General Plan Amendment, the Commission shall make a written recommendation on the adoption or amendment of the general plan, a recommendation for approval shall be made by affirmative vote of not less than a majority of the total membership of the Commission; and the City Council shall send its recommendation to the legislative body. Other than the aforementioned requirements, there are no mandatory findings that the City Council must make before recommending approval or denial of a request to amend the City's General Plan. However, as with previous considerations, the City Council has

reviewed the proposed General Plan Amendment request based on the following criteria and has made the following findings:

- A) *That the Amendment will not distort or disturb the harmonious relationships of land use designations shown on the General Plan Map and would not disturb the relationship of the various elements of the General Plan.*

An action to correct a typographical error related to the maximum building coverage for all properties designated as Business Park will not distort or disturb the relationship of land use designations shown on the General Plan Map and would not disturb the relationship of the various elements of the General Plan. The proposed change is a change to the existing text within the Land Use element of the General Plan. It will not change or otherwise alter the existing General Plan Map or designation of any properties on the existing map.

Additionally, the proposed change only involves the Land Use element does not involve changes to any other elements of the General Plan thus there is no evidence to suggest that the proposed General Plan Amendment will disturb the relationship between other elements of the General Plan.

- B) *That the property involved in the requested Amendment is suitable for the uses permitted in the proposed land use designation.*

The project involves a General Plan Amendment (GPA) that would correct a typographical error relating to the maximum building coverage for properties designated as Business Park on the City's general plan map. There are no proposed changes to the zoning or land use designation of any particular parcel or area within the City. All properties designated as Business Park on the City's General Plan map will still need to comply with the existing regulations set forth in the City's Zoning Ordinance and General Plan. Since land use of all properties involve will remain unchanged as a result of the proposed GPA, its suitability thus also remains unchanged.

- C) *That the proposed land use designation would not be detrimental to persons or properties in the surrounding area nor to the community in general.*

The General Plan Amendment does not involve any changes to the list of land uses currently identified within the City's General Plan nor does it change the designation of any particular parcel within the City. As mentioned previously, the proposed change is to correct a typographical error relating to the maximum building coverage for properties designated as Business Park on the City's general plan map.

Prior to initiating the General Plan Amendment, a thorough investigation of the General Plan files, the various M-L (Limited Manufacturing) Zone Text Amendment

files, and past development projects within the surrounding area was completed. The research of said documents and files, revealed the following:

1. Table 1 - Land Use Summary, within the General Plan EIR identifies Mixed Use Industrial/Business Parks as having a 50% density; and
2. The Project Description, within the General Plan EIR, identifies a 50% maximum building coverage for properties designated as Business Parks; and
3. An analysis of nearby properties reveal that all adjacent properties designated as Business Park are currently developed with a lot coverage of no less than 38.3%. In fact, the average lot coverage for said properties was 45.9%. This would mean that every single property would be considered non-conforming and could not be developed unless the owner was willing to reduce the coverage to 25% as currently stated within the General Plan; and
4. An analysis of Zone 12 – An area of study within the General Plan TIA (Traffic Impact Analysis) revealed that the average development within Zone 12 has a building coverage of 34.9%. Once again, confirming that development in and around the area is well above the 25% currently stated within the General Plan; and
5. An analysis of the proposed development project at 9920 Pioneer Blvd, even with an additional 5,849 square feet more than the current development on the subject property, would still fall under the average AM, PM, and Daily trip generation rates compared to the average rate identified for Zone 12 within the General Plan TIA. In the AM, the trip rate for Zone 12 is 14.6% higher. In the PM, the trip rate for the Zone 12 is 24.0% higher. And the daily trip rate is 20.1% higher.

This evidence and conclusions, therefore, clearly suggests that the 25% maximum building coverage for properties designated as Business Park is clearly a typographical error. Therefore, the proposed revision of the current business park description within the Land Use Element of the City's general plan is simply to correct the inconsistency between the existing general plan document and City's Zoning Ordinance, adopted EIR and TIA, as well as the current built environment of parcels designated as Business Park. The proposed General Plan Amendment, therefore, would not be detrimental to persons or properties in the surrounding area nor to the community in general.

SECTION III. CITY COUNCIL ACTION

The City Council hereby approve and adopts Resolution No. 9670 to determine that the that the proposed project meets the criteria for an exemption, pursuant to California Environmental Quality Act (CEQA), Section 15061(b)(3) (Common Sense Rule) and to amend the Land Use Element of the City's General Plan (General Plan Amendment Case No. 29) to correct a typographical error related to the maximum building coverage for all properties designated as Business Park. The amendment will

hereby revise the current description for business parks within the land use designations for industrial as follows:

- 1) Business Parks: A high standard of design control, landscaping, setbacks, etc., should be required in order to create a park-like atmosphere. Offices of all types, particularly company headquarters and research and development activities, are to be encouraged. Industrial uses in this area should be restricted to limited manufacturing, research and light assembly operations. Restaurants and other commercial services catering to industries and their employees and customers are allows. Oil production, storage or refining should be avoided or should be an intermediate land use. The minimum lot size in the 104 acres of land zoned ML is 25,000 square feet with a maximum building coverage of ~~twenty-five (25)~~ **fifty (50)** percent.

APPROVED and ADOPTED this 14th day of May, 2020, by the following roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN:

William Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 8

May 14, 2020

NEW BUSINESS

Replacement of Baseball / Basketball Scoreboards and Basketball Backboards and Rims – Authorization to Advertise for Construction Bids

RECOMMENDATION

Take the following actions:

- Approve the Grant from Los Angeles County (Fiscal Year 2019/20) in the amount of \$150,000 to fund City parks projects;
- Authorize the Mayor to execute the Social Program Agreement with Los Angeles County;
- Transfer the remaining balance of \$59,500 from the Basketball, Tennis, and Handball Courts Resurfacing project (Los Angeles County Grant Fiscal Year 2018/19) PW190004 to the Replacement of Baseball / Basketball Scoreboards and Basketball Backboards / Rims project PW200102;
- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

Fourth District Supervisor Janice Hahn of the Los Angeles County Board of Supervisors pledged financial assistance in the amount of \$150,000 (FY 2019/20) to the City for supporting existing parks projects.

The City is required to identify the parks projects to be supported by the grant. The City has identified the park improvement projects to be implemented in two (2) separate phases. The first phase focused on replacing courts surfaces (\$150,000 – FY 2018/19). The first phase was completed on December 13, 2019. The second phase will focus on replacing baseball / basketball scoreboards and basketball backboards / rims (\$150,000 – FY 2019/20).

The second phase park improvements scope of work includes the following:

1. Replace baseball scoreboards at Los Nietos Park, Santa Fe Springs Athletic Fields, and Lake Center Athletic Park;
2. Replace an indoor basketball scoreboard at Los Nietos Park;
3. Replace basketball backboards and rims at Los Nietos Park, Santa Fe Springs Park, and Little Lake Park.

The estimated construction cost of the Replacement of Baseball Scoreboards and Basketball Backboards and Rims is \$200,000. The total project cost including construction, engineering, inspection and contingency is estimated at \$260,000. The estimate for the project is derived from the most current cost of similar types of construction projects in the area.

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to be "N. Negrete", is written over the printed name.

Date of Report: May 7, 2020

The total project cost breakdown is itemized below:

<u>ITEM</u>		<u>COST</u>
Construction	\$	200,000
Engineering	\$	20,000
Inspection	\$	20,000
Contingency	\$	20,000
Total Project Cost	\$	260,000

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids, upon City Council approval. Plans and Specifications are available for review at the office of the City Clerk.

FISCAL IMPACT

The initial grant in the amount of \$150,000 (FY 2019/20) from Los Angeles County Supervisor Janice Hahn will partially fund the cost to replace scoreboards located at Los Nietos Park, Santa Fe Springs Athletic Fields, and Lake Center Athletic Park and replace the basketball backboards and rims at Los Nietos Park, Santa Fe Springs Park, and Little Lake Park. A total of \$90,500 from the original \$150,000 (FY 2018/19) grant was used for the Basketball, Tennis, and Handball Courts Resurfacing project. A balance of \$59,500 is available for the Replacement of Baseball Scoreboards and Basketball Backboards and Rims project. Depending on the bids received, Staff may recommend an additional appropriation of funds at the time the construction contract is awarded.

FUNDING

	<u>AMOUNT</u>
Supervisor Hanh Grant Fiscal Year (2019/20)	\$ 150,000
Surplus from Hahn Grant Fiscal Year (2018/19)	\$ 59,500
Total:	\$ 209,500

INFRASTRUCTURE IMPACT

The project will increase the functionality of the park scoreboards and refresh the aesthetic appearance of the basketball backboards and rims. The project will enhance the residents experience at the City Parks.



Raymond R. Cruz
City Manager

Attachments:

Attachment No. 1: Social Program Agreement

EXECUTIVE OFFICE



BOARD OF SUPERVISORS
CELIA ZAVALA
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

MARK RIDLEY-THOMAS

SHEILA KUEHL

JANICE HAHN

KATHRYN BARGER

February 19, 2020

Ms. Maribel Garcia, Senior Management Analyst
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Dear Ms. Garcia:

Enclosed for your review and signature is Social Program Agreement (Contract #CP-04-146). Fourth District Supervisor Janice Hahn of the Los Angeles County Board of Supervisors has pledged financial assistance in the amount of \$150,000 to City of Santa Fe Springs.

In order to process the agreement, we require the following documentation to be completed and signed by an authorized representative of the organization:

- **Social Program Agreement**
- **W-9 form**

Please do not make any corrections or use whiteout on the Agreement. All corrections must be submitted in writing to the e-mail address listed below. Corrections made to the Agreement without first obtaining authorization could invalidate the Agreement and require a new Agreement to be executed.

Please e-mail the signed Agreement and W-9 form within 10 business days to

MGarcia@bos.lacounty.gov or mail the requested document to:

Martin Garcia
Board of Supervisors
500 West Temple Street, Ste. 383
Los Angeles, CA 90012

Please note, upon termination of the agreement, a **Final Report, Expenditure Summary Spreadsheet, and supporting documentation detailing the actual expenditures must be submitted to the Executive Office of the Board of Supervisors within 60 days after the termination of this Agreement.** All funding must be spent within the designated contract period; expenditures dated outside of the contract period will not be accepted and may result in forfeiture of the funds. If you have any questions, please contact me at (213) 974-1563 or email me at **MGarcia@bos.lacounty.gov**.

Very truly yours,

Hanna Cheru
Administrative Deputy

HC:mg

c: Nick Ippollito, Chief of Staff, Fourth District

SOCIAL PROGRAM AGREEMENT

Contract No. CP-04-146

Fiscal Year 2019-2020

Name of Organization: City of Santa Fe Springs "Contractor"
Address: 11710 Telegraph Road, Santa Fe Springs, CA 90670
Website (if applicable): www.santafesprings.org
Contractor's Project Director: Ms. Maribel Garcia, Telephone No.: (562) 409-7569
Senior Management
Analyst

Maribel Garcia

Status of Organization: Profit [] Non Profit [xx]

Description of Organization: The mission of the City of Santa Fe Springs is to improve the quality of community life in the City of Santa Fe Springs; to foster the public trust through effective management of public resources; to provide a safe, well-planned and aesthetically pleasing environment; to encourage personal enrichment through educational, cultural, social, and leisure programs; to serve the public in a responsive and courteous manner; and, to promote social harmony in all aspects of community life.

Description of Program/Project: The funds will be used by the City of Santa Fe Springs to help complete park upgrades at Lake Center Park which includes installing ballfield score boards and fences to benefit the people of Los Angeles County.

Proposed Social Need to be Satisfied: Educational/recreational projects.

Contract Period: 02/2020 - 12/31/2020 Grant Amount: \$150,000

Total Proposed Expenditures:

1) Personnel Costs: 0 2) Non-Personnel Costs: \$150,000

County Department: Board of Supervisors, Fourth District

County Contact Person: Ivan Sulic Telephone No: (562) 807-7350

Contractor verifies that:

- I have the power to execute this contract.
- I have read the attached Terms and Conditions and agree thereto.
- Financial and program records will be maintained for 3 years.
- A Final Report and supporting documentation on the results and expenditures of this project will be made within 60 days from the expiration or termination of this Agreement to the Executive Office.
- These funds will be used for the program specified above and will only be spent within the Contract Period. All unused funds will be returned at the end of the Contract Period.

Maribel Garcia Sr. mgmt. Analyst 13-11-20
Contractor Signature Title Date

Maribel Garcia maribel.garcia@yahoo.com
Contractor Printed Name Contractor E-mail Address

COUNTY OF LOS ANGELES

Pursuant to Government Code Sections 23005, and 26227, and an adopted Resolution by the Board of Supervisors:

By SACHI A. HAMAI By ARLENE BARRERA
Chief Executive Officer Auditor-Controller

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By DEPUTY By CELIA ZAVALA
Executive Officer, Board of Supervisors

**SOCIAL PROGRAM AGREEMENT
TERMS AND CONDITIONS**

1. COMPENSATION

The COUNTY shall compensate the CONTRACTOR payable upon execution of the Social Program Agreement ("Agreement").

2. INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform all services included in this Agreement in an independent capacity and neither CONTRACTOR nor CONTRACTOR'S employees shall be considered as employees of the COUNTY. This Agreement is by and between the CONTRACTOR and the COUNTY and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the COUNTY and the CONTRACTOR.

3. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the COUNTY and the CONTRACTOR for services to be performed.

4. ASSIGNMENTS AND SUBCONTRACTS

The CONTRACTOR may enter into subcontracts for performance of portions of this Agreement only upon receipt of prior written consent of the County Department Director or his/her designee. All appropriate provisions and requirements of this Agreement shall apply to the sub-agreement. The CONTRACTOR shall be held responsible by the COUNTY for performance of any sub-contractor.

5. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR'S operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of CONTRACTOR by any person pursuant to this Agreement.

6. INSURANCE

Without limiting CONTRACTORS indemnification of COUNTY, the CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Agreement. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY'S Risk Manager and evidence of such programs satisfactory to the COUNTY shall be delivered to County Contact Person on or before the effective date of this Agreement. These minimum insurance coverage terms, types and limits also are in addition to and separate from any other any other contractual obligation imposed upon the Contractor pursuant to this Agreement. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage maintained by County and shall name the County of Los Angeles as an additional insured. Neither the COUNTY'S failure to obtain, nor the COUNTY'S receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the insurance coverage requirements. CONTRACTOR shall insure the following insurance coverage as it applies to this Agreement:

A. Commercial General:

Providing scope of coverage equivalent to ISO policy form CG 00 01, with limits of not less than \$1 million per occurrence.

B. Automobile Liability:

Providing scope of coverage equivalent to ISO policy form CA 00 01, with limits of not less than \$1 million for bodily injury and property damage. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this Agreement, and including Employers' Liability coverage with a \$1 million per limit.

D. Crime Insurance:

A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:

- (1) Dishonesty or fraudulent acts of officers, directors, or employees of CONTRACTOR, or
- (2) Disappearance, destruction or wrongful abstraction inside or outside the premises of CONTRACTOR, while in the care, custody or control of the CONTRACTOR, or
- (3) Sustained through forgery or direction to pay a certain sum in money.

E. Sexual Misconduct Liability:

If, under the terms of this Agreement, CONTRACTOR'S program or project involves care or supervision of children, seniors, and/or other vulnerable persons, CONTRACTOR shall provide insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

F. Professional Liability - Errors and Omissions:

If, under the terms of this agreement, CONTRACTOR'S program or project involves provision of medical, legal, accounting, architectural, engineering, interpreting, programming, or consulting services, CONTRACTOR shall provide Professional Liability Insurance covering CONTRACTOR'S professional liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

G. Property Coverage:

If, under the terms of this agreement, CONTRACTOR shall have possession of rented or leased or be loaned any COUNTY-owned real or personal property, CONTRACTOR shall provide:

- (1) Real Property: Insurance providing Special form ("all risk") coverage for the full replacement value.
- (2) Personal Property: Insurance providing Special form ("all risk") coverage for the actual cash value.

7. RECORDS RETENTION AND INSPECTION

Within ten (10) days of COUNTY'S written request, CONTRACTOR shall allow COUNTY access to financial and program records during regular business hours at any place CONTRACTOR keeps those records.

8. CONFLICT OF INTEREST

CONTRACTOR covenants that neither the CONTRACTOR nor any of its agents, officers, its employees, or sub-contractors who presently exercise any function of responsibility in connection with the program, has personal interest, direct or indirect, in the Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

CONTRACTOR, its agents, officers, employees, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

9. ASSURANCES

The CONTRACTOR gives and certifies with respect to the program that it will comply with all applicable COUNTY, state, and federal laws and regulations including, but not limited to Federal OMB Circulars A-102, A-110, A-122, and A-133 as they apply to the CONTRACTOR.

The CONTRACTOR further assures that:

A. Authority:

It possesses legal authority to execute the proposed program, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the CONTRACTOR'S governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the program specified and to provide such additional information as may be required by the COUNTY.

**SOCIAL PROGRAM AGREEMENT
TERMS AND CONDITIONS**

B. Civil Rights:

CONTRACTOR shall abide by the provisions of the Title VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e (17), (P.L. 88-353), and applicable Federal and State laws, rules and regulations prohibiting discrimination under any program activity or employment for which CONTRACTOR received funding under this Agreement. Any subcontracts awarded by CONTRACTOR shall contain this provision.

C. Prohibited Actions:

CONTRACTOR agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The CONTRACTOR agrees to comply with the provision of the Federal Hatch Act (5 U.S.C. Section 1501 et seq.), as amended, and with Section 675 (e) of Subtitle B of Title VI of Pub. L. 97-35, which limits political activity of certain State and local employees, and with 31 U.S.C. Section 1352, and with Section 319 (a)(1) of Title III of Pub. L. 101-121 (which prohibits use of Federal funds to influence the award of Federal contracts or grants).

D. OSHA/CAL-OSHA Compliance:

CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et seq.) and the California Occupational Safety and Health Act (Cal.Labor Code §6300).

10. SUSPENSION AND TERMINATIONS

The CONTRACTOR agrees to suspend program operations for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County Project Director. This provision will be applied if, in the judgment of the County Project Director, circumstances exist which could result in illegal or inappropriate expenditures of program funds. Either party may terminate this agreement or any part hereof by giving fifteen (15) days notice to the other.

The County Department Director or his/her designee may terminate this Agreement immediately by written notice to the CONTRACTOR upon CONTRACTOR'S failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the COUNTY determine that CONTRACTOR'S failure to perform relates to only part of the services CONTRACTOR is performing, the COUNTY, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, COUNTY shall pay to CONTRACTOR for all allowable budgeted costs actually incurred by CONTRACTOR prior to the effective date of such termination less payments paid by COUNTY for such services.

If this Agreement is terminated, CONTRACTOR shall within five (5) days of receipt of notice of termination from COUNTY, notify all other parties who are subcontractors of the CONTRACTOR of such termination.

Payment shall be made upon the filing with the COUNTY, by CONTRACTOR, of a voucher(s) evidencing the time expended and the cost incurred. Said vouchers must be filed with the COUNTY thirty (30) days of date of said termination.

11. FAIR LABOR

CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

12. CITIZENSHIP

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or COUNTY, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this agreement.

13. COUNTY LOBBYISTS

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

14. USE OF RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

16. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

17. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

As required by the COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

18. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

19. TERMINATION FOR DEFAULT

Services performed under this Agreement may be terminated immediately in whole or in part by COUNTY by providing to CONTRACTOR a written Notice of Default if 1) CONTRACTOR fails to perform the services within the time specified in this Agreement or any extensions approved by COUNTY, 2) CONTRACTOR fails to perform any other covenant or conditions of this Agreement, or 3) CONTRACTOR fails to make progress so as to endanger its performance under this Agreement.

In its sole discretion, COUNTY may include in the Notice of Default a period of time for CONTRACTOR to cure the Default(s).

Without limitation of any additional rights or remedies to which it may be entitled, if COUNTY terminates all or part of the services because of CONTRACTOR'S Default, COUNTY, in its sole discretion, may procure replacement services, as determined by COUNTY at its sole discretion.

20. TERMINATION FOR IMPROPER CONSIDERATION

County may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found

that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR. CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

21. FINAL REPORT

CONTRACTOR shall complete and submit a report to the Executive Office of the County of Los Angeles Board of Supervisors ("Final Report") under penalty of perjury to identify the goals, objectives and specific activities stated in the Agreement, and to certify that the contract satisfied the social needs of the County. Further, the Final Report shall identify the actual expenses incurred and state the amount unused in order to be returned to the COUNTY. CONTRACTOR shall provide receipts and/or a budget to specify how funds were expended.

22. FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

23. NOTICES

Notices will be sent to the CONTRACTOR addressed as follows:

City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Ms. Maribel García, Senior Management Analyst (562) 409-7569
(Contact Person) (Telephone Number)

City of Santa Fe Springs

(Contractor's Name)

Notices, performance and fiscal reports shall be sent to the COUNTY as follows:

Board of Supervisors
County of Los Angeles
500 W. Temple Street, Room 363
Los Angeles, CA 90012

Attention: MARTÍN GARCÍA, FISCAL SERVICES

February 19, 2020

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF SANTA FE SPRINGS	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► MUNICIPALITY	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 11710 TELEGRAPH ROAD	6 City, state, and ZIP code SANTA FE SPRINGS, CALIFORNIA 90670
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
9	5
6	0
0	5
8	7
4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 9

May 14, 2020

NEW BUSINESS

Lakeland and Meyer Road Improvements - Authorization to Advertise for Construction Bids

RECOMMENDATION

- Approve the Plans and Specifications; and
- Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The Lakeland and Meyer Road Improvements project encompasses the following boundaries: on Lakeland Road from Shoemaker Avenue to Carmenita Road and on Meyer Road from Shoemaker Avenue to easterly City Limits. The project consists of the removal of 4 to 5 inches of existing asphalt concrete pavement and the placement of a new 4 to 5 inches of fiber reinforced asphalt concrete pavement. The new paving section will support heavy repetitive loads and increase pavement service life. Additionally, the project includes the removal and replacement of curb and gutter, sidewalks, curb ramps, driveways as needed, as well as the installation of stormwater screen covers.

The construction cost estimate for the Lakeland and Meyer Road Improvements project is \$1,010,000. The total estimated project cost including construction, design, engineering and inspection, and contingency is \$1,412,000. The estimate is from the most current costs of similar street rehabilitation projects in the area. The total project costs are as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 1,010,000
Design	\$ 115,000
Engineering	\$ 91,000
Inspection	\$ 91,000
Contingency	\$ 105,000
Total Project Cost	\$ 1,412,000

The project Plans and Specifications are complete, and the Public Works Department is ready to advertise for the construction bids for this project, upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

FISCAL IMPACT

The Lakeland and Meyer Road Street Improvements Project is an approved Capital Improvement Plan (CIP) Bond funded project with an original budget of \$1,411,500. Staff may recommend an appropriation of funds at the time of Award of Contract if necessary.

Report Submitted By:

Noe Negrete

Director of Public Works

A blue ink signature of Noe Negrete, written in a cursive style.

Date of Report: May 7, 2020

INFRASTRUCTURE IMPACT

The Lakeland and Meyer Road Improvements project will improve the condition of the existing roadway, enhance operational safety, and reduce maintenance costs.



Raymond R. Cruz
City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10

May 14, 2020

NEW BUSINESS

Extending Joint Powers Agreement Between the City of Santa Fe Springs and SEAACA

RECOMMENDATION:

- Approve and extend the Southeast Area Animal Control Authority Joint Powers Agreement to June 30, 2035; and
- Authorize the Mayor to execute the Joint Powers Agreement with SEAACA.

BACKGROUND

In October of 1975, and in January 1976 the cities of Downey, Norwalk and Pico Rivera formed a Joint Powers Agreement (JPA) establishing the Southeast Area Animal Control Authority (SEAACA). SEAACA was formed as an alternative to the escalating costs of animal control services, and to improve the service level rendered by private and public animal welfare agencies.

In 1976 SEAACA responded to requests from individual cities to provide services on a contractual basis, which resulted in admitting additional cities to membership in the Joint Powers Agreement. In 1984 Bell Gardens, Montebello and Paramount were admitted. In 1987, South El Monte joined, followed by Santa Fe Springs. In addition to these member cities, contract services have been extended to the cities of Bellflower, Buena Park, La Palma, Lakewood, South Gate and Vernon.

The Current Amendment to the Joint Powers Agreement expires on June 30, 2020. Attached is the proposed Amendment to the Joint Powers Agreement extending the life of the agency until June 30, 2035.

LEGAL REVIEW

The City Attorney's office has reviewed the Second Amendment to the Joint Powers Agreement between the City of Santa Fe Springs governing the Southeast Area Animal Control Authority.



Raymond R. Cruz
City Manager

Attachment(s):

Attachment No. 1: Second Amendment to Joint Powers Agreement
Attachment No. 2: Joint Powers Agreement



March 26, 2020

Ray Cruz
City Manager
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

SUBJECT: Second Amendment to the Joint Powers Agreement

On March 3, 2020, SEAACA's Administrative Committee Members met to review the proposed Amendment to the Joint Powers Agreement and provided their recommendation to the Board of Commissioners: Approve the extension of the Joint Powers Agreement as presented through June 2035.

At SEAACA's Board of Commissioners meeting on March 19, 2020, the Board, taking into consideration the recommendation of the Administrative Committee, approved the Second Amendment to the Joint Powers Agreement which extends the life of the agency until June 30, 2035.

I have enclosed the Second Amendment to the Joint Powers Agreement to be included in the City's upcoming City Council Agenda for review and adoption.

Sincerely,

Denise Woodside
Executive Director

Enclosure

DW/ck

SECOND AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE CITIES OF NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS,
MONTEBELLO, PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE
GOVERNING THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this _____ day of _____, 2020, by and between the signatory cities (herein also referred to as "member cities"), municipal corporations organized and existing pursuant to the laws of the State of California.

RECITALS

A. The signatory cities have entered into a Joint Exercise of Powers Agreement, dated July 1, 1997 (hereinafter "the Joint Powers Agreement") to establish and maintain the Southeast Area Animal Control Authority (hereinafter, "SEAACA") as a separate and distinct agency for the purpose of providing animal control services within each of those cities.

B. The Joint Powers Agreement provides that it may be amended by agreement of the parties to the Joint Powers Agreement.

C. The Joint Powers Agreement was amended on March 10, 2000 to extend the term of the Joint Powers Agreement to June 30, 2020.

D. The term of the Joint Powers Agreement currently expires on June 30, 2020 and it is the desire of the signatory cities to extend that termination date to June 30, 2035:

NOW, THEREFORE, the signatory cities for and in consideration of mutual benefits, promises, and agreement set forth in the Joint Powers Agreement and herein do agree as follows:

SECTION 1. Section 2, of the Joint Powers Agreement is revised to read as follows

"SECTION 2. Term

This Agreement shall become effective as of July 1, 1997 and continue in full force and effect until June 30, 2035, unless terminated prior to said time by Agreement approved by a majority of the parties, or extended beyond said date by agreement of the parties".

This Amendment to Agreement has been executed by the member cities on the dates indicated below

CITY OF DOWNEY

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF BELL GARDENS

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF NORWALK

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF PICO RIVERA

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF MONTEBELLO

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF PARAMOUNT

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF SOUTH EL MONTE

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF SANTA FE SPRINGS

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITIES OF
NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS, MONTEBELLO,
PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE GOVERNING
THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this 10th day of March, 2000,
by and between the signatory cities (herein also referred to as "member cities"), municipal
corporations organized and existing pursuant to the laws of the State of California.

RECITALS

A. The signatory cities have entered into a Joint Exercise of Powers Agreement dated July 1, 1997 (hereinafter "the Joint Powers Agreement") to establish and maintain the Southeast Area Animal Control Authority Area Animal Control Authority (hereinafter, "SEAACA") as a separate and distinct agency for the purpose of providing animal control services within each of those cities.

B. The Joint Powers Agreement provides that it may be amended by agreement of the parties to the Joint Powers Agreement.

C. The term of the Joint Powers Agreement currently expires June 30, 2007 and it is the desire of the signatory cities to extend that termination date to June 30, 2020:

NOW, THEREFORE, the signatory cities for and in consideration of mutual benefits, promises, and agreement set forth in the Joint Powers Agreement and herein do agree as follows:

SECTION 1. Section 2 of the Joint Powers Agreement is revised to read as follows:

"SECTION 2. Term.

This Agreement shall become effective as of July 1, 1997 and continue in full force and effect until June 30, 2020, unless terminated prior to said time by Agreement approved by a majority of the parties, or extended beyond said date by agreement of the parties"

This Amendment to Agreement has been executed by the member cities on the dates indicated below.

CITY OF NORWALK

Michael Mendez
Mayor

ATTEST:

Guil A. Vasquez
City Clerk

February 1, 2000
Date

APPROVED:

Steve L. Insy
City Attorney

CITY OF PICO RIVERA

CC Garcia
Mayor

ATTEST:

Christine Sanchez
City Clerk

2/8/00
Date

APPROVED:

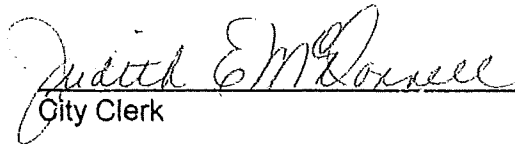
[Signature]
City Attorney

CITY OF DOWNEY



Mayor Keith McCarthy

ATTEST:



City Clerk

February 9, 2000

Date

APPROVED:



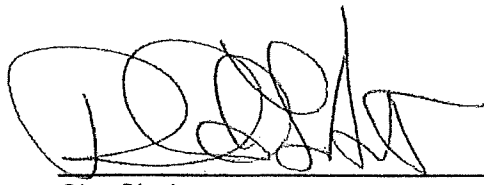
City Attorney

CITY OF BELL GARDENS



Mayor

ATTEST:

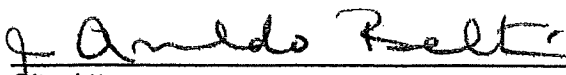


City Clerk

3/9/00

Date

APPROVED:



City Attorney

CITY OF MONTEBELLO

Will M. Mob
Mayor

ATTEST:

Robert J. King
City Clerk

10/5/99
Date

APPROVED:

Samuel H. King
City Attorney

CITY OF PARAMOUNT

Sam Daniels
Mayor

ATTEST:

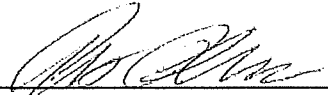
Dee H. East
City Clerk

3/10/2000
Date

APPROVED:

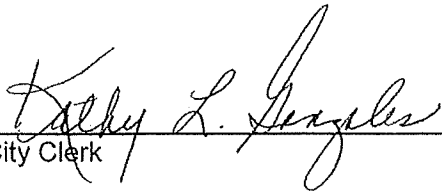
John E. Carmona
City Attorney

CITY OF SOUTH EL MONTE

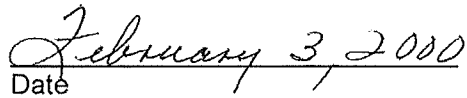


Mayor

ATTEST:

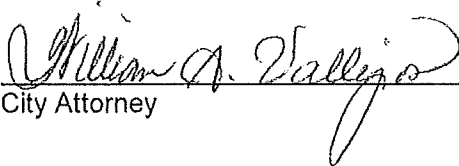


City Clerk



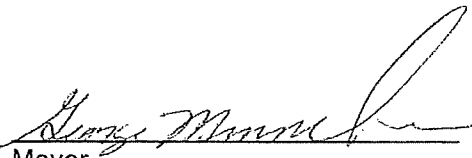
Date

APPROVED:



City Attorney

CITY OF SANTA FE SPRINGS

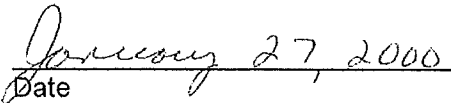


Mayor

ATTEST:




City Clerk



Date

APPROVED:



City Attorney

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITIES OF
NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS, MONTEBELLO,
PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE GOVERNING
THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this 1st day of July, 1997, by and
between the signatory cities (herein also referred to as "member cities"), municipal corporations
organized and existing pursuant to the laws of the State of California.

RECITALS

A. The signatory cities are empowered by law to perform animal control services
as may be required and necessary within their respective jurisdictions.

B. The Cities of Norwalk and Pico Rivera entered into a Joint Exercise of Powers
Agreement on October 16, 1975, creating the Southeast Area Animal Control Authority
(hereinafter "the Authority"), as a separate and distinct public agency for the purpose of providing
animal control services within each of those cities.

C. On January 19, 1976, said agreement was superseded by a new agreement,
executed by the Cities of Norwalk, Pico Rivera, and Downey, extending the service area of the
Authority to such cities and making other changes consistent with the basic agreement.

D. Further amendments have been made to said agreement, including one
providing that additional public agencies may join the Authority and be deemed signatories to the
Joint Powers Agreement.

E. The Cities of Bell Gardens, Lynwood, Montebello, and Paramount presented resolutions in 1984 as required by the amended Joint Powers Agreement expressing the desire of each city to join the Authority, and the Commission determined that each such city should be accorded full rights and assume full duties under the Joint Powers Agreement.

F. The Cities of South El Monte and Santa Fe Springs presented resolutions in 1987 and 1988, respectively, as required by the amended Joint Powers Agreement expressing the desire of each city to join the Authority, and the Commission determined that each such city should be accorded full rights and assume full duties under the Joint Powers Agreement.

G. The City of Lynwood gave notice to the Authority pursuant to Section 10 (c) of this agreement of their intention to withdraw membership from the Joint powers Agreement in 1991.

H. The member cities deem it desirable to execute this Joint Powers Agreement, extending the term of this Agreement.

I. The member cities also desire to recognize the original signatory cities, Norwalk, Pico Rivera and Downey, for their initial contributions toward the purchase and development of the Authority's property located at 9777 SEAACA Street, Downey, California, and to be reimbursed for the value of their contributions in the event the members terminate the Joint Powers Agreement.

J. The member cities wish to allow any signatory city the right to withdraw from the Authority if it objects to a capital improvement plan.

NOW, THEREFORE, the signatory cities for and in consideration of mutual benefits, promises, and agreements set forth herein, do agree as follows:

SECTION 1. Purpose.

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500, herein called the "Act") relating to the joint exercise of powers common to the signatory cities. The signatory cities possess the powers referred to in the Recitals set forth hereinabove. The purpose of this Agreement is to exercise such powers jointly by providing a mechanism whereby animal control services can be rendered to each of the respective cities. Said animal control services may include the licensing of animals, providing of animal patrol services within the respective cities, impounding of animals and such other and further activities and services as may be deemed necessary and/or appropriate in order to provide requisite animal control services.

SECTION 2. Term.

This Agreement shall become effective as July 1, 1997 and continue in full force and effect until June 30, 2007, unless terminated prior to said time by Agreement approved by a majority of the parties, or extended beyond said date by Agreement of the parties.

SECTION 3. Agency.

A. Creation of Agency.

Pursuant to Section 6506 of the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Southeast Area Animal Control Authority (herein called "Authority") and said Authority shall be a public entity separate and apart from the signatory cities. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement.

B. Commission.

Authority shall be governed by a Commission composed of one (1) member from each signatory city, each serving in his individual capacity as a member of the Commission. The Commission shall be called the Southeast Area Animal Control Commission (herein referred to as the "Commission"). Commission members shall be appointed by the respective City Council of each signatory city. Each of the members shall hold membership on the Commission during the term for which they are appointed and until their successors have been appointed. In the case of a vacancy in membership on the Commission, the same shall be promptly filled in the same manner as the initial appointment. Members of the Commission shall receive such compensation as is determined by the Commission.

C. Meetings of the Commission.

The Commission shall provide for its regular, adjourned regular and special meetings, provided, however, it shall schedule at least one regular meeting in each month and such further meetings as the signatory cities may reasonably request depending upon the pressures of business. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by Resolution of the Commission, and a copy of such Resolution shall be filed with each of the parties hereto. All meetings of the Commission shall comply with and be held in accordance with the provisions of the Ralph M. Brown Act as it presently exists or may be from time to time amended, commencing with Section 54950 of the Government Code. Minutes of the meetings of the Authority shall be maintained and copies of the same filed with the Clerk of the signatory cities. A majority of the Commission shall constitute a quorum for the transaction of business. The Commission may adopt rules and regulations for the conduct of its meetings and affairs.

D. Officers.

The Commission shall elect a chairman and a vice chairman at its first meeting and thereafter at the regular meeting of the Commission held in July of each succeeding year, the Commission shall elect its chairman and vice chairman. The position of chairman of the Commission shall be rotated among the parties hereto on an annual basis. In addition to the chairman and vice chairman, the Commission may appoint such other officers as may be deemed necessary in order to effectuate the purpose of the Commission.

The Director of Finance of the City of Downey shall act as Treasurer of the Authority and shall post the official bond required by Section 6505.1 of the Act.

E. Administrative Committee.

An Administrative Committee shall be established, consisting of the City Administrator and City Treasurer or Director of Finance of each of the signatory cities, or such other employees of the respective cities as may be designated by such city to act in their stead. The Administrative Committee shall implement the policies and directions of the Commission and may utilize the City Engineers, Chiefs of Police, and City Attorneys of the parties. The City Engineers, Chiefs of Police, City Attorneys, and other employees of the parties hereto shall assist the Administrative Committee in carrying out the policies and directions of the Authority.

SECTION 4. Powers.

The Authority shall have the powers common to the signatory cities set forth in Section I of this Agreement, to wit: the power to acquire property, construct and/or maintain facilities, employ personnel, purchase and/or otherwise arrange for the acquisition of personal property and the undertaking of such activities as may be necessary in order to provide animal control services within serviced cities. The Authority is hereby authorized in its own name to do all acts necessary

for the exercise of said common powers for said common purpose, including, but not limited to, any and all of the following: to make and enter into contracts, to employ agents and employees, to acquire, construct, manage, maintain and operate by means of lease, sublease, or otherwise, and to operate buildings, works of improvements and to incur debts, liabilities and obligations which do not constitute debts, liabilities or obligations of the signatory cities, to receive gifts, contributions and donations of property and funds and services and other financial assistance from the parties hereto and/or other sources, and to be sued in its own name. Such powers shall be exercised in the manner provided for general law cities and in the Act and except as otherwise expressly set forth herein.

SECTION 5. Accounts and Reports.

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of Authority shall be open to inspection at reasonable times by representatives of the parties. The Treasurer shall, within sixty (60) days after the termination of this Agreement, and/or if this Agreement is extended, then within ninety (90) days after the close of each fiscal year, give a complete written report of all financial activities of the fiscal year to the parties hereto. Additionally, the Treasurer shall assume the duties described in Section 6505.5 of the Act; to wit:

- A. Receive and receipt for all money of Authority and place it in the City of Downey treasury to the credit of Authority;
- B. Be responsible upon his official bond for the safekeeping and disbursement of all Authority money so held by him;
- C. Pay, when due, out of money of Authority so held by him, all sums payable;
- D. Pay any other sums due from Authority money;

E. Verify and report in writing on the first day of July, October, January, and April of each year to Authority and to the parties to this Agreement the amount of money he holds for Authority, the amount of receipts since his last report, and the amount paid out since his last report.

SECTION 6. Authority Operations.

A. Funding.

The Commission shall, with the advice of the Administrative Committee, develop and adopt an operating budget based upon fixed operating expenses and the level and extent of animal control service sought by the serviced cities within their respective jurisdictions and agreed upon as herein provided. Any operating or capital funds required to serve the signatory cities shall be provided by the signatory cities from their respective treasuries or through approved in-kind service or property contributions based on a pro-rata by population basis. The Authority's annual budget shall be approved by a two-thirds (2/3) vote of the entire Commission.

B. Service Relations/Procedures.

Each of the parties hereto shall be provided animal control service within their respective jurisdiction as is contemplated under this Agreement and shall provide for the payment of the amounts necessary to cover the total expense of such service as determined by the Commission. The Commission may adopt operation procedures consistent with this Agreement, applicable law, and with generally accepted animal control standards.

C. Property Control.

The Treasurer of the Authority shall be responsible for the proper inventory of and control over all property and other assets of the Authority. The parties find and determine that the Treasurer shall be liable on his official bond in the amount of \$25,000.

SECTION 7. Personnel.

Authority may request from any of the signatory cities the services of such city personnel as may be necessary to carry out this Agreement, and may employ other personnel necessary to assist in performance of the terms and conditions of this Agreement, provided that adequate funds are available.

SECTION 8. Notice.

Notice shall be sufficient if delivered to:

City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650

Attention: City Manager

City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California 90660

Attention: City Manager

City of Downey
11111 Brookshire Avenue
Downey, California 90241

Attention: City Manager

City of Bell Gardens
7100 South Garfield
Bell Gardens, California 90201

Attention: City Manager

City of Montebello
1600 Beverly Boulevard
Montebello, California 90640

Attention: City Administrator

City of Paramount
16400 Colorado Avenue
Paramount, California 90723

Attention: City Manager

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, California 90670

Attention: City Manager

City of South El Monte
1415 N. Santa Anita Avenue
South El Monte, California 91733

Attention: City Manager

SECTION 9. Extension of Service.

The Authority shall have the power, pursuant to law, to extend its animal control services to other jurisdictions under the following circumstances and exclusive procedures:

A. Extension By Participation in Authority.

Any public agency empowered by law to perform animal control services may join the Authority and be deemed a signatory city for all purposes within this Joint Powers Agreement pursuant to the provisions of this section. Any such public agency desiring to join the Authority shall present to the Commission a resolution of its governing body expressing that desire and an address for service of any notices required by this Agreement. The Commission shall determine if the Authority has the capacity to provide such animal control services, and if such capacity exists, may by resolution adopted by a two-thirds vote of all of the Commission members determine that such public agency shall be accorded full rights and assume full duties under this Joint Powers Agreement. Such approval, and admission to full membership, shall be subject to such terms and conditions as the Commission determines.

B. Extension by Service Contract.

The service area of the Authority may be extended to other geographic areas by service contract between the Authority and the jurisdiction to be served, provided the Authority has capacity to provide such services and that such services are not subsidized by the members of the Authority. Approval of such contract shall be by unanimous vote of the Commission, with the confirmation of all signatory cities, and shall be subject to such terms and conditions as the Commission determines.

SECTION 10. Miscellaneous.

A. Headings.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of the section referred to.

B. Governing Law.

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

C. Withdrawal.

Any signatory city may withdraw from membership in the Authority by sending the Commission written notice of its intent to withdraw at least ninety (90) days prior to the end of the Authority's fiscal year. Withdrawal shall occur on the first day of the fiscal year following receipt of such notice. Any signatory city withdrawing pursuant to this subsection shall remain obligated for any previously approved bonded indebtedness and either liabilities or reserves for potential liabilities the Authority incurred prior to the effective date of the withdrawal. A withdrawing signatory city shall be entitled to participate in the distribution of assets as provided in subsection D (below) should the termination of this Agreement occur. If such a termination should occur, a withdrawn signatory city's share of the distribution of assets provided for in subsection D below shall be based upon the value of the assets as of the date of the withdrawal by a signatory city.

The obligations and liabilities described above will not extend to any budgetary contribution, lease payment, certificate of participation contribution or bond payment which is intended to finance or procure the occupancy, construction or improvement of capital facilities for use by SEAACA under the following circumstances:

(1) Prior to any vote on a budget or a contract creating the obligation to which the City objects, the City shall notify the Commission in writing that it objects to the capital improvement plan:

(2) The objecting City, prior to the date on which the item is set for vote, informs the Commission that it will withdraw from the Joint Powers Authority if the capital facilities plan is approved;

(3). The City agrees to withdraw at the conclusion of the current fiscal year, or the following fiscal year if less than 90 days remain in the current fiscal year.

No vote on any matter covered by this section may occur without providing each city with at least 35 days' written notice on the item on which the vote will occur.

D. Termination.

As of July 1, 1997, the Authority owns property and facilities located at 9777 SEAACA Street, Downey, California. Said assets were purchased with contributions as follows: Downey, Forty Nine Thousand Six Hundred Dollars (\$49,600.00); Norwalk, Six Hundred Thousand Dollars (\$600,000.00); and Pico Rivera, Thirty Thousand Four Hundred Dollars (\$30,400.00); and by contributions made in the following ratio: Downey, Thirty Eight Percent (38%); Norwalk, Thirty Nine Percent (39%); and Pico Rivera, Twenty Three Percent (23%). The value of the present Authority property and facilities was determined prior to June 30th, 1984. Upon termination of this Agreement, an appraisal of the assets of the Authority shall be prepared, and the assets shall be distributed or, if sold, the proceeds of those assets shall be distributed as follows:

(1). To reimburse the original signatory cities for their original contribution, distribution shall be made to them in the following amounts:

Downey	\$ 49,600.00
Norwalk	\$ 600,000.00
Pico Rivera	\$ 30,400.00

(2). The difference between the \$680,000.00 and the value of the Authority's assets on June 30th, 1984, shall be distributed to the original member cities in the following ratio:

To Downey	38% of the proceeds
To Norwalk	39% of the proceeds
To Pico Rivera	23% of the proceeds

(3). The remainder of the Authority's assets or the proceeds of those assets, if sold, after disbursing the amounts provided in Sections (1) and (2) above, shall be distributed as follows:

(a) The first 25% shall be distributed to the Cities of Downey, Norwalk, and Pico Rivera in the same ratio as is provided in Section (2) above to provide a return to these cities on their initial contribution to the Authority; and

(b) The remaining 75% shall then be distributed to the then members of the Authority in the same ratio as the member cities have contributed to the funding of the Authority's operations for the year in which the Authority is terminated, or as otherwise provided by law.

The provisions of this section, relative to distribution of assets of the Authority upon termination, can only be changed by unanimous vote of the signatory cities including any signatory city which withdrew following the date of this Agreement.

SECTION 11. Severability.

Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances, be held to be illegal or in conflict with any law of the State of

California, or otherwise be rendered unenforceable, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

SECTION 12. Successors.

This Agreement shall be binding upon and shall insure to the benefit of the successors of the parties hereto.

SECTION 13. Amendments.

This Agreement may be amended by agreement in writing of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written.

CITY OF NORWALK

Eleanor L. Benimmarman
Mayor

ATTEST:

Bonnie Hernandez Strait
City Clerk

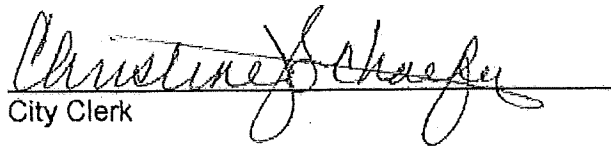
APPROVED:

Steven Z. Lamy
City Attorney

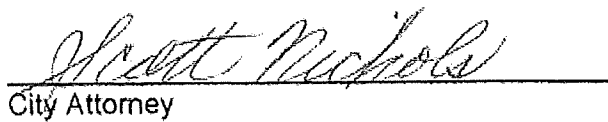
CITY OF PICO RIVERA


Mayor

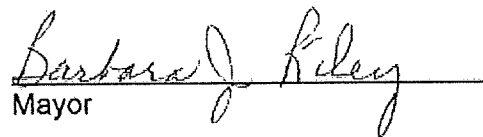
ATTEST:


City Clerk

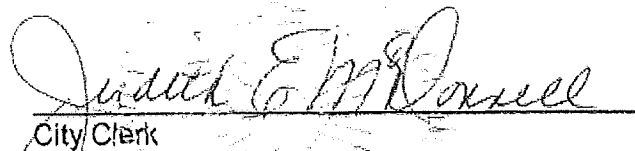
APPROVED:


City Attorney

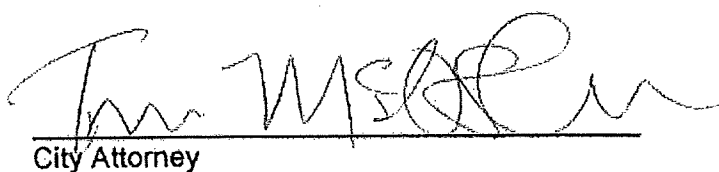
CITY OF DOWNEY


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM


City Attorney

CITY OF BELL GARDENS

David Torres
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED: AS TO FORM:

[Signature]
City Attorney

CITY OF MONTEBELLO

Will M. Mohr
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED:

[Signature]
City Attorney

CITY OF PARAMOUNT

Deane G. Martin
Mayor

ATTEST:

Barb H. Lutz
City Clerk

APPROVED:

Maurice T. O'Brien
City Attorney

CITY OF SOUTH EL MONTE

John J. [Signature]
Mayor

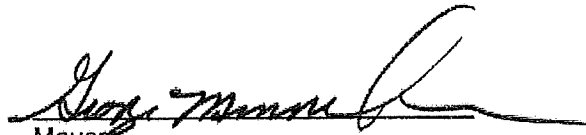
ATTEST:

Kathy L. Gonzalez
City Clerk

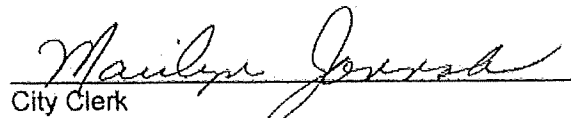
APPROVED:

Francisco L. [Signature]
City Attorney


CITY OF SANTA FE SPRINGS


Mayor

ATTEST:


City Clerk

APPROVED:


City Attorney

* Established
10/14/75
SEAAEA

JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE CITY OF NORWALK AND THE
CITY OF PICO RIVERA CREATING THE
SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this 16th day of
October, 1975, by and between the signatory cities, municipal
corporations organized and existing pursuant to the laws of the
State of California.

R E C I T A L S

A. The signatory cities are empowered by law to
undertake all activities requisite and necessary in order to
perform animal control services within their respective jurisdictions.

B. The signatory cities desire to create a separate
and distinct public agency for the purpose of providing animal
control services within each of these cities.

C. The signatory cities deem it desirable to enter
into an Agreement to formulate the basis under which the Southeast
Area Animal Control Authority will be established and to designate
the responsibilities of this public agency.

NOW, THEREFORE, the signatory cities, for and in con-
sideration of the mutual benefits, promises and agreements set
forth herein, do agree as follows:

SECTION 1. Purpose.

This Agreement is made pursuant to the provisions of
Article 1, Chapter 5, Division 7, Title 1 of the Government Code

of the State of California (commencing with Section 6500, herein called "Act") relating to the joint exercise of powers common to the signatory cities. The signatory cities possess the powers referred to in the Recitals set forth hereinabove. The purpose of this Agreement is to exercise such powers jointly by providing a mechanism whereby animal control services can be rendered to each of the respective cities. Said animal control services shall include the licensing of animals, providing of animal patrol services within the respective cities, impounding of animals and such other and further activities and services as may be deemed necessary and/or appropriate in order to provide requisite animal control services, and as may be extended by Section 9 herein.

SECTION 2. Term.

This Agreement shall become effective as of the date set forth hereinabove and continue in full force and effect until June 30, 1976, unless terminated prior to said time by Agreement of the parties, or extended beyond said date by Agreement of the parties.

SECTION 3. Agency.

A. Creation of Agency.

Pursuant to Section 6506 of the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Southeast Area Animal Control Authority (herein called "Authority") and said Authority shall be a public entity separate and apart from the signatory cities. The debts, liabilities and obligations of the Authority do not constitute debts, liabilities or obligations of any party to this Agreement.

B. Commission.

Authority shall be governed by a Commission composed of one (1) member from each signatory city, each serving in his individual capacity as a member of the Commission. The Commission shall be called the Southeast Area Animal Control Commission (herein referred to as the "Commission"). Commission members shall be appointed by the City Councils of each signatory City. Each of the members shall hold membership on the Commission during the term for which they are appointed and until their successors have been appointed by the City Council, making the initial appointment. In the case of a vacancy in membership on the Commission, the same shall be promptly filled by appointment thereto by the Mayor of the City, subject to confirmation by the City Council. An appointment to fill a vacancy occurring during an unexpired term shall be for the period of that unexpired term. Members of the Commission shall serve without remuneration.

C. Meetings of the Commission.

The Commission of the Authority shall provide for its regular, adjourned regular and special meetings, provided, however, it shall schedule at least one regular meeting in each month and such further meetings as the signatory cities may reasonably request depending upon the pressures of business. The dates upon which, and the hour and place at which, any regular meeting shall be held, shall be fixed by Resolution, and a copy of such Resolution shall be filed with each of the parties hereto. All meetings of the Commission shall comply with and be held in accordance with the provisions of the Ralph M. Brown Act as it presently exists or may be from time to time amended, commencing with Section 54950 of the Government Code. Minutes of the meetings of the Authority shall be maintained and copies of the same

filed with the Clerk of the signatory cities. A majority of the Commission of the Authority shall constitute a quorum for the transaction of business. The Commission may adopt rules and regulations for the conduct of its meetings and affairs.

D. Officers.

The Commission shall elect a chairman and a vice chairman at its first meeting and thereafter at the first meeting held in each succeeding calendar year, the Commission shall elect its chairman and vice chairman. The position of chairman of the Commission shall be rotated between the parties hereto on an annual basis. In addition to the chairman and vice chairman, the Commission may appoint such other officers as may be deemed necessary in order to effectuate purpose of the Commission.

E. Administrative Committee.

An Administrative Committee shall be established, consisting of the City Administrators and City Treasurers or Directors of Finance of each of the signatory cities, or such other employees of the respective cities as may be designated to act in their stead. The Administrative Committee shall implement the policies and directions of the Commission of the Authority and may utilize the City Engineers, Chiefs of Police, and City Attorneys of the parties. The City Engineers, Chiefs of Police, City Attorneys, and other employees of the parties hereto shall assist the Administrative Committee in carrying out the policies and directions of the Authority. Further, the Treasurer of the City of Norwalk shall act as Treasurer for the Authority and post the official bond required by Section 6505.1 of the Act.

SECTION 4. Powers.

The Authority shall have the powers common to the signatory cities set forth in Section 1 of this Agreement; to wit: the power to acquire property, construct and/or maintain facilities, employ personnel, purchase and/or otherwise arrange for the acquisition of personal property and the undertaking of such activities as may be necessary in order to provide animal control services within the cities of Norwalk and Pico Rivera. The Authority is hereby authorized in its own name to do all acts necessary for the exercise of said common powers for said common purpose, including, but not limited to, any and all of the following: to make and enter into contracts, to employ agents and employees, to acquire, construct, manage, maintain and operate by means of lease, sublease, or otherwise, and to operate buildings, works or improvements and to incur debts, liabilities and obligations which do not constitute debts, liabilities or obligations of the City of Norwalk or Pico Rivera, to receive gifts, contributions and donations of property and funds and services and other financial assistance from the parties hereto and/or other sources, and to sue and be sued in its own name. Such powers shall be exercised in the manner provided in the Act and except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the cities were they to individually exercise the powers which are described herein.

SECTION 5. Accounts and Reports.

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of Authority shall be open

to inspection at reasonable times by representatives of the parties. The Treasurer shall, within 60 days after the termination of this Agreement, and/or if this Agreement is extended, then within 90 days after the close of each fiscal year, give a complete written report of all financial activities of the fiscal year to the parties hereto. Additionally, the Treasurer shall assume the duties described in Section 6505.5 of the Act; to wit:

(a) Receive and receipt for all money of Authority and place it in the Norwalk treasury to the credit of Authority;

(b) Be responsible upon his official bond for the safekeeping and disbursement of all Authority money so held by him;

(c) Pay, when due, out of money of Authority so held by him, all sums payable;

(d) Pay any other sums due from Authority money;

(e) Verify and report in writing on the first day of July, October, January, and April of each year to Authority and to the parties to this Agreement the amount of money he holds for Authority, the amount of receipts since his last report, and the amount paid out since his last report.

SECTION 6. Funds.

The parties shall advance monies to the Authority from their respective Treasuries, in the following percentage:

City of Norwalk	<u>60</u> %
City of Pico Rivera	<u>40</u> %

in order that the Authority can provide the animal control services contemplated herein. In addition, each of the parties hereto shall contract with the Authority for the performance of animal control services within their respective jurisdiction, said Agreements to provide for the payment by the respective Cities, of the amounts set forth in order to cover the costs and expenses incurred by the Authority in performing the animal control services.

The Treasurer of Authority shall have the custody of and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions set forth hereinabove and as nearly possible in accordance with the normal procedures of the parties hereto. The public officers herein designated as the persons responsible for the monies of the Authority are hereby also designated as responsible for all other property of the Authority. The parties find and determine that the Treasurer shall be liable on his official bond in the amount of \$ 100,000.00.

SECTION 7. Personnel.

Authority may request from either of the Cities the services of such City personnel as may be necessary to carry out this Agreement and may employ other personnel necessary to assist in performance of the terms and conditions of this Agreement, provided that adequate funds are available.

SECTION 8. Notice.

Notice shall be sufficient if delivered to:

City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650

Attention: City Administrator

City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California 90660

Attention: City Manager

SECTION 9. Extension of Service.

The Authority shall have the power, pursuant to law, to extend its animal control services to other jurisdictions under the following circumstances and exclusive procedures:

(a) Extension by Agreement Amendment.

The service area of the Authority may be extended by amendment to this Agreement between parties hereto, and other cities pursuant to the Act and Section 13 herein. Each joining City shall negotiate its participation in the amended Agreement on a fair and equitable basis, the details of which shall be at the discretion of the parties concerned. Cities joining the Authority shall be accorded full rights and assume full duties under this Agreement.

(b) Extension by Service Contract.

The service area of the Authority may be extended to other cities by service contract between the Authority and the jurisdiction to be served. Approval of such contracts shall be by unanimous vote of the Commission, with the confirmation by all signatory cities.

SECTION 10. Miscellaneous.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Upon termination of this Agreement there shall be returned to each of the parties all surplus monies in the ratio of the contributions of the parties hereto. In addition, personal property shall be returned to the City which contributed the same to the Authority.

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

SECTION 11. Severability.

Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

SECTION 12. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

SECTION 13. Amendments.

This Agreement may be amended by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on the date first above written.

CITY OF NORWALK

ATTEST:

William H. Kraus
City Clerk, William H. Kraus

By

Peter H. Fogarty
Mayor, Peter H. Fogarty

APPROVED:

Kennoth Brown
City Attorney, J. Kennoth Brown

CITY OF PICO RIVERA

ATTEST:

Howard Schroyer
City Clerk, Howard Schroyer

By

William J. Koehr
Mayor, William J. Koehr

APPROVED:

Samuel Siegel
City Attorney, Samuel Siegel

May 14, 2020



City of Santa Fe Springs

City Council Meeting

NEW BUSINESS

Resolution No. 9671-Authorizing Submittal of a Grant Application to the State of California Department of Housing and Community Development for the Local Early Action Planning (LEAP) Grants Program

RECOMMENDATION(S)

- Adopt Resolution No. 9671; and
- Authorize the Mayor or designee to execute all necessary documents for the LEAP Grants Program, and if awarded, accept, and administer the grant, including any renewals.

BACKGROUND

HCD is currently accepting applications for the LEAP Grants Program. The LEAP Grants Program set aside approximately \$119 million dollars to provide funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the 6th cycle of the regional housing need assessment. HCD has determined maximum award amounts for large, medium, and small localities, based on population. Based on population size, the City of Santa Fe Springs qualifies for a \$65,000 grant award. It should be noted that this is a non-competitive, over the counter, grant opportunity that does not require a local match to receive the funds. Final grant applications due date is July 1, 2020.

The program guidelines require the grant request be accompanied by an adopted City Council resolution, which endorses the request. If approved for funding, the LEAP application is made part of HCD's Standard Agreement with the City.

The Southern California Association of Governments (SCAG) is a joint powers authority representing six counties: Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial; and is mandated by the federal and state law to research and develop long range regional plans related to transportation, growth, waste management, air quality and housing.

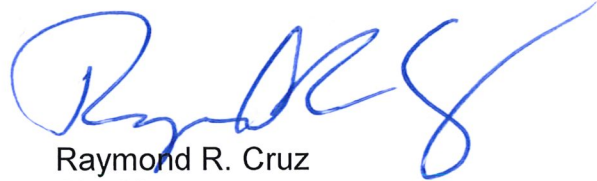
SCAG, in consultation with the HCD is required to determine the existing and projected need for housing for the SCAG region pursuant to Government Code Sections 65584 et seq. by way of preparation of a Regional Housing Needs Assessment (RHNA). Counties and cities use the RHNA to prepare updates to their respective housing element

Pursuant to the SCAG RHNA for the 5th Cycle, the Santa Fe Springs Housing Element is an eight-year plan extending from 2014-2021. Although SCAG has not adopted the RHNA for the 6th Cycle (2021-2029), the City is required to have an approved housing element by October 2021. Staff is recommending using the LEAP grant funds for the preparation of the 6th Cycle Housing Element.

FISCAL IMPACT

The City will leverage LEAP grant funds (\$65,000)* with other planning grants to partially offset the total cost in staffing and consultant services to update the Housing Element. The LEAP grant funds do not require a local financial commitment or "match" from local jurisdictions requesting grant funds.

*The City of Santa Fe Springs will allocate 1% (\$650.00) of its maximum eligible LEAP funds to the Gateway Cities Council of Governments (GCCOG), a Joint Powers Authority of the Gateway Cities region, to help continue the regional housing planning efforts begun in 2019 by a similar allocation of SB2 Planning Grant funds. Funding will pay for a COG staff member to focus solely on helping cities accelerate housing production, by organizing region-wide housing workshops, creating shared informational resources, and identifying and promoting best practices from inside and outside the region



Raymond R. Cruz
City Manager

Attachments (s):

1. Resolution No. 9671
2. Draft Application: LEAP Grant

RESOLUTION NO. 9671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of the City of Santa Fe Springs desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020, in the amount of \$119,040,000 for assistance to all California Jurisdictions;

WHEREAS, the City of Santa Fe Springs, as a jurisdiction with population of less than 20,000 is eligible for \$65,000 of funding;

Now therefore, **the City Council of the City of Santa Fe Springs** resolves as follows:

SECTION 1. The City Manager or designee is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Santa Fe Springs is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

APPROVED and ADOPTED this May 14th, 2020, by the City Council of the City of Santa Fe Springs by the following vote count:

AYES:

NOES:

ABSTAIN:

ABSENT:

William Rounds, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk

Local Early Action Planning Grant Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Doug McCauley, Acting Director
Department of Housing and Community Development**

**Zachary Olmsted, Deputy Director
Department of Housing and Community Development
Housing Policy Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

LEAP Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing need assessment. If you have questions regarding this application or LEAP, email earlyactionplanning@hcd.ca.gov.

If approved for funding, the LEAP application is incorporated as part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

All applicants must submit a complete, signed, original application package and digital copy on CD or USB flash drive to the Department and postmarked by the specified due date in the NOFA. Applicants will demonstrate consistency with LEAP requirements by utilizing the following forms and manner prescribed in this application.

- Pages 3 through 14 constitute the full application (save paper, print only what is needed)
- Attachment 1: Project Timeline and Budget: Including high-level tasks, sub-tasks, begin and end dates, budgeted amounts, deliverables, and adoption and implementation dates.
- Attachment 2: Nexus to Accelerating Housing Production
- Attachment 3: State and Other Planning Priorities
- Attachment 4: Required Resolution Template
- Government Agency Taxpayer ID Form (available as a download from the LEAP webpage located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>)
- If the applicant is partnering with another local government or other entity, include a copy of the legally binding agreement; and
- Supporting documentation (e.g., letters of support, scope of work, project timelines, etc.)

Pursuant to Section XII of the LEAP 2020 Notice of Funding Availability (NOFA), the application package must be postmarked on or before July 1, 2020, and received by the Department at the following address:

**Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

A. Applicant Information and Certification

Applicant (Jurisdiction)		City of Santa Fe Springs			
Applicant's Agency Type		City			
Applicant's Mailing Address		11710 Telegraph Road			
City		Santa Fe Springs			
State	California	Zip Code	90670-3679		
County		Los Angeles			
Website		www.santafesprings.org			
Authorized Representative Name		Raymond R. Cruz			
Authorized Representative Title		City Manager			
Phone	562-868-0511	Fax			
Email	rcruz@santafesprings.org				
Contact Person Name		Wayne Morrell			
Contact Person Title		Director of Planning			
Phone	562-868-0511	Fax			
Email	waynemorrell@santafesprings.org				
Proposed Grant Amount	\$	65,000			
<p><i>Pursuant to Health and Safety Code Section 50515.03 through (d) of the Guidelines, all applicants must meet the following two requirements to be eligible for an award:</i></p>					
1. Does the application demonstrate a nexus to accelerating housing production as shown in Attachment 1?		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2. Does the application demonstrate that the applicant is consistent with State Planning or Other Priorities; Attachment 2?		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Is a fully executed resolution included with the application package?		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the address on the Government Agency Taxpayer ID Form exactly match the address listed above?		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Is the applicant partnering with another eligible local government entity? If Yes, provide a fully executed copy of the legally binding agreement.		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Local Early Action Planning Program (LEAP), the City of Santa Fe Springs assumes the responsibilities specified in the Notice of Funding Availability and certifies that the information, statements and other contents contained in this application are true and correct.

Signature: _____ Name: Raymond R. Cruz

Date: _____ Title: City Manager

B. Proposed Activities Checklist

Check all activities the locality is undertaking. Activities must match the project description.

1	<input checked="" type="checkbox"/>	Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs
2	<input type="checkbox"/>	Completing environmental clearance to eliminate the need for project-specific review
3	<input type="checkbox"/>	Establishing housing incentive zones or other area based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code
4	<input type="checkbox"/>	Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents
5	<input type="checkbox"/>	Planning documents to promote development of publicly owned land such as partnering with other local entities to identify and prepare excess or surplus property for residential development
6	<input type="checkbox"/>	Revamping local planning processes to speed up housing production
7	<input type="checkbox"/>	Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code
8	<input type="checkbox"/>	Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
9	<input type="checkbox"/>	Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1) and other rezoning efforts to comply with housing element requirements, including Government Code Section 65583.2(c) (AB 1397, Statutes of 2018)
10	<input type="checkbox"/>	Upzoning or other implementation measures to intensify land use patterns in strategic locations such as close proximity to transit, jobs or other amenities
11	<input type="checkbox"/>	Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps); Establishing Pre-approved architectural and site plans
12	<input checked="" type="checkbox"/>	Preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA
13	<input type="checkbox"/>	Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation
14	<input type="checkbox"/>	Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
15	<input type="checkbox"/>	Zoning incentives for housing for persons with special needs, including persons with developmental disabilities
16	<input type="checkbox"/>	Planning documents related to carrying out a local or regional housing trust fund
17	<input type="checkbox"/>	Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15% of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production
18	<input checked="" type="checkbox"/>	Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production
19	<input type="checkbox"/>	Establishing Prohousing Policies

C. Project Description

*Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Attachment 1: Project Timeline and Budget**.*

- a. Summary of the Project and its impact on accelerating production*
- b. Description of the tasks and major sub-tasks*
- c. Summary of the plans for adoption or implementation*

Please be succinct and use Appendix A or B if more room is needed.

A. Summary of the Project and its impact on accelerating production.

City of Santa Fe Spring Housing Element, RHNA Compliance, and related Zoning Code amendments:

The City of Santa Fe Springs (City) intends to prepare the City's Housing Element plus implementation plan, for the 2012-2029 planning period, and to facilitate compliance with the City's RHNA obligations. The City has recently selected a consultant to prepare a comprehensive update of the City's antiquated 1993 General Plan. The LEAP Grant Funds will be targeted for only the preparation of the Housing Element, RHNA compliance, and related zoning code amendments for consistency.

The completion of the Housing Element will be leveraged by the comprehensive General Plan update and related supporting tasks, which will be funded from non-LEAP grant funds, such as market demand studies to substantiate housing demand, an extensive public outreach campaign to engage hard to reach sectors of the community with significant involvement from local Community Based Organizations, and completion of a project-level EIR to streamline housing approval, which could reduce the entitlement process by as much as 18 months.

The new Housing Element will provide the capacity for approximately 985 new housing types and price points within the housing planning period and exceed 6th Cycle RHNA obligations. The process will include an adequate sites inventory that will identifying infill opportunities to accommodate the number of housing units and affordability targets per RHNA. It will also provide opportunities for a range of residential types and densities, such as a diversity of multi-family housing units at higher densities to incentivize construction on brownfield sites and/or to support transit-oriented development.

The preparation of the Housing Element will satisfy California Government Code Section 65580 et al, by extensively evaluating factors related to housing condition, housing needs, production challenges, and developing strategies to promote housing construction. These tasks will evaluate the current housing policies, special needs populations, and permitting procedures, as well as examining potential housing opportunity sites that will enable the City to meet its RHNA obligations.

Gateway Cities COG:

The City of Santa Fe Springs is providing one percent of its grant funds to the Gateway Cities COG. A fuller discussion of this is continued in Appendix A.

"B. Description of Tasks" and "C. Summary of Plans for Adoption" are continued in Appendix B.

D. Legislative Information

District	#	Legislator Name
Federal Congressional District	38	Congresswoman Linda T. Sanchez
		Washington, DC Office: 2329 Rayburn HOB
		Washington, DC 20515
		(202) 225-6676
		CA Office: 12440 E. Imperial Highway, Suite 140, Norwalk, CA 90650
		(562) 860-5050
State Assembly District	57	Assembly Member Ian Calderon
		Capitol Office: PO Box 942849
		Sacramento, CA 94249-0057
		(916) 319-2057
		District Office: 13181 Crossroads Parkway North Suite 160, Industry, CA 91746
		(562) 692-5858
State Senate District	32	Senator Bob Archuleta
		Capitol Office: State Capitol, Room 4066
		Sacramento, CA 95814
		(916) 651-4032
		District Office: 12501 Imperial Highway, Suite 110, Norwalk, CA 90650
		(562) 406-1001

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

Attachment 1: Project Timeline and Budget

Task	Est. Cost	Begin	End	Deliverable	Notes
Project Management and staff/consultant mtgs	\$ 15,000	7/1/20	12/30/21	Meeting notes	General Plan/EIRest \$1.3M
Draft Guiding Principles and Hsg Policies	\$ 5,000	7/1/20	10/1/20	Guiding principles and hsg policies	
Needs Assessment, Constraints, Resources	\$ 8,000	8/15/20	11/1/20	Needs assessment, hsg constraints	
Scrncrk/PublicDraft Hsg Element/ZoningAmend't	\$ 19,000	12/1/20	5/1/21	draft Hsg Element/Zoning Amnd't	
Final Housing Element/Zoning Amendment	\$ 13,000	10/1/21	10/15/21	Final Hsg Element/Zoning Amnd't	
HCD Certification meetings/process/changes	\$ 4,350	10/15/21	11/30/21	HCD-certified Housing Element	
Gateway Cities COG Housing Technical Services	\$ 650	11/1/20	12/1/20	Technical Housing Services	Hired Housing Director
* Public outreach, public hearings, CEQA					
market demand, and other related tasks					
will be funded with non-LEAP grant funds					
within the completion of General Plan Update					
Total Projected Cost \$	65000				

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), budget amounts, begin and end dates and deliverables. If other funding is used, please note the source and amount in the Notes section.

Attachment 2: Application Nexus to Accelerating Housing Production

Applicants shall demonstrate how the application includes a nexus to accelerating housing production by providing data regarding current baseline conditions and projected outcomes such as a reduction in timing, lower development costs, increased approval certainty, increases in number of entitlements, more feasibility, or increases in capacity. An expected outcome should be provided for each proposed deliverable. If necessary, use Appendix B to explain the activity and its nexus to accelerating housing production.

Select at least one	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)	5,115 d.u. citywide	6,100 d.u. citywide	985 d.u. citywide	net construction of units which exceeds RHNA obligation for 6th Cycle period

*** Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)**

****Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)**

*****Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)**

Attachment 3: State and Other Planning Priorities Certification (Page 1 of 3)

Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by selecting from the list below activities that are proposed as part of this application or were completed within the last five years. Briefly summarize the activity and insert a date of completion.

State Planning Priorities

Date of Completion	Brief Description of the Action Taken
Promote Infill and Equity	
	<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>
	<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>
5/17/19	Obtained \$337,670 Caltrans planning grant to facilitate urban infill projects identified in Land Use Element that will enhance and facilitate housing production.
	<i>Other (describe how this meets subarea objective)</i>
11/21/19	Obtained \$160,000 HCD planning grant to prepare Housing/Mixed-Use Overlays to facilitate increased housing construction city-wide and to prepare project-level EIR
Promote Resource Protection	
	<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>
	<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>
	<i>Other (describe how this meets subarea objective)</i>
Encourage Efficient Development Patterns	
	<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>
	<i>(1) Uses land efficiently.</i>

Attachment 3: State and Other Planning Priorities Certification (Page 2 of 3)

(2) *Is built adjacent to existing developed areas to the extent consistent with environmental protection.*

(3) *Is located in an area appropriately planned for growth.*

(4) *Is served by adequate transportation and other essential utilities and services.*

(5) *Minimizes ongoing costs to taxpayers.*

Other (describe how this meets subarea objective)

Other Planning Priorities**Affordability and Housing Choices**

Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.

2/23/17 The City adopted Ordinance 1084 to add Accessory Dwelling Unit standards into Chapter 15 Section 155.644.1 of the Zoning Ordinance.

Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.

Upzoning or other zoning modifications to promote a variety of housing choices and densities.

6/14/18 City Council approved Reso 9576 and adopted Ordinance 1093 on 7/12/18 to increase density to 25 du/ac, bldg height to 37', reduced number of covered parking spaces, and modified other development standards for Lakeland Apts (128 d.u.)

Utilizing surplus lands to promote affordable housing choices.

Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.

Other (describe how this meets subarea objective)

Attachment 3: State and Other Planning Priorities Certification (Page 3 of 3)**Conservation of Existing Affordable Housing Stock**

Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.

Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.

Other (describe how this meets subarea objective)

Climate Adaptation

Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.

Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.

Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).

Other (describe how this meets subarea objective)

Certification: I certify under penalty of perjury that all information contained in this LEAP State Planning and Other Planning Priorities certification form (Attachment 2) is true and correct.

Certifying Officials Name: Raymond R. Cruz

Certifying Official's Title: City Manager

Certifying Official's Signature: _____ Date: _____

Attachment 4: Required Resolution Template

RESOLUTION NO. [insert resolution number]

A RESOLUTION OF THE [INSERT EITHER "CITY COUNCIL" OR "COUNTY BOARD OF SUPERVISORS"] OF [INSERT THE NAME OF THE CITY OR COUNTY] AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the [insert either "City Council" or "County Board of Supervisors"] of [insert the name of the City or County] desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the [insert either "City Council" or "County Board of Supervisors"] of [insert the name of the city or county] ("Applicant") resolves as follows:

SECTION 1. The [insert the authorized designee's TITLE ONLY] is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the [insert the authorized designee's TITLE ONLY] of the [insert the name of the City or County] is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of [\$ enter the dollar amount of the Applicant's request], and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED ON [insert the date of adoption], by the [insert either "City Council" or "County Board of Supervisors"] of [insert the name of the City or County] by the following vote count:

AYES: NOES: ABSENT: ABSTAIN:

[Signature of Attesting Officer] ATTEST: APPROVED AS TO FORM:

[Signature of approval] APPROVED

Appendix A

Gateway Cities COG (continuation):

The City of Santa Fe Springs is located in the Gateway Cities region of Southeast Los Angeles County. The Gateway Cities are a collection of 27 cities and various unincorporated communities with a population of 2.1 million people, including 16 cities with a higher population density than the City of Los Angeles. Housing expertise is needed at the regional level to help reconcile state policies and priorities with local jurisdiction concerns, identify and remove barriers to housing development, and assist cities in meeting housing production goals for the 6th cycle.

In recognition of these needs, the City of Santa Fe Springs will allocate 1% of its maximum eligible LEAP funds to the Gateway Cities Council of Governments (GCCOG), a Joint Powers Authority of the Gateway Cities region, to help continue the regional housing planning efforts begun in 2019 by a similar allocation of SB2 Planning Grant funds. Funding will pay for a COG staff member to focus solely on helping cities accelerate housing production, by organizing region-wide housing workshops, creating shared informational resources, and identifying and promoting best practices from inside and outside the region. The funded COG staff position provides necessary housing expertise, and helps Gateway Cities staff better understand affordable housing production, tax credits, land acquisition policies and practices, options for funding, and other relevant topics related to planning and process improvements to accelerate housing production and facilitate compliance with the 6th cycle housing element.

Attached to this application is the Joint Powers Agreement supporting the establishment of the COG.

Appendix B

B. Description of the tasks and major sub-tasks.

The City has recently selected a consultant to update the City's General Plan. Several of the specific tasks that are typically a prerequisite or an associated task/activity required for the development of a Housing Element update will be funded from non-LEAP grant funds. The completion of the Housing Element and related tasks will be significantly leveraged with other funding sources. The City intends to use LEAP funds for the writing and preparation of the Housing Element and necessary Zoning Code amendments plus one percent of grant funds allocated to Gateway Cities COG Housing Director to provide on-going technical housing assistance in furtherance of housing production. Therefore, the primary tasks and major sub-tasks that are funded with only LEAP grant funds are as follow:

- Project Management and Staff/Consultant Meetings
 - Meetings with city staff and consultant
- Development of Preliminary Guiding Principles and Housing Policies
 - Draft housing principles and housing policies
- Development of Housing Element
 - Needs Assessment
 - Housing Constraints/Resources
 - Implementation Plan
- Adoption and Certification of Housing Element and Zoning Code Amendment
 - Screen Check and Public Review Draft of Housing Element and Zoning Code Amendment
 - Final Housing Element and Zoning Code Amendment
 - Preparation of HCD-certified Housing Element and meetings with HCD staff
- Gateway Cities COG
 - Ongoing provision of technical assistance to facilitate housing production

C. Summary of the plans for adoption or implementation.

- Draft Housing Element and Zoning Code Amendment (Screen check and Public review draft)
- Final Housing Element and Zoning Code Amendment (City Council adoption)
- Certified Housing Element (HCD certification)



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

May 14, 2020

NEW BUSINESS

Quarterly Treasurer's Report of Investments for the Quarter Ended March 31, 2020.

RECOMMENDATION

- Receive and file the report.

BACKGROUND

Beginning January 2016, the City retained PFM Asset Management LLC ("PFMAM") to manage \$20.8 million of the City's reserve funds ("managed portfolio").

Based on a cash flow analysis and discussion with PFMAM and the Council Finance Subcommittee, an additional \$10.0 million of the City's reserve funds were added to the portfolio in May 2017 bringing the total principal invested to \$30.8 million.

At the end of each calendar quarter, PFMAM provides a detailed written report covering general market conditions as well as the balances and transactions of the City's portfolio for the previous quarter. PFMAM's detailed report is attached to this Treasurer's Report. The Treasurer's Report for the Quarter Ended March 31, 2020 was also provided to each Councilmember on April 30, 2020.

Ms. Sarah Meacham, Director with PFMAM, along with her staff, have also regularly provided an update, including a detailed review of the results of the portfolio for the quarter, a discussion of the investment strategies and policies which govern the City's portfolio, and general market conditions.

CITY INVESTMENT PORTFOLIO

The City's managed portfolio generated interest income in the amount of \$207,668.81 for the most recent quarter. The interest income represents actual cash receipts received by the City plus the amortization of any discounts or premiums. The figure does not include unrealized gains or losses.

The overall performance of the City's managed portfolio account is expressed in a "yield" and "total return". The yield is a forward-looking measurement which shows the income and dividends on the investments to be expected in the future based on current holdings, expressed as an annual rate of return. The City's yield (at cost value) at March 31, 2020 was 2.31%, down from 2.39% the previous quarter.

Total return on the other hand, is a backward-looking measurement focused on not only interest earned, but also realized and unrealized gains/losses. Realized gains/losses result from selling a security at a price higher or lower than was actually paid to purchase it. Unrealized gains/losses result from market value increases and

Report Submitted By: Travis Hickey, City Treasurer
Lana Dich, Asst. City Treasurer

Date of Report: May 7, 2020



City of Santa Fe Springs

City Council Meeting

May 14, 2020

decreases in security values for securities which are still held in the portfolio.

Of particular importance to the City's portfolio is the inverse relationship between yield and market value. In general, when yields go up, market values go down, and vice versa. For example, if the City is holding a bond which pays 1.0% and the market yield increases to 1.1% the market value of the City's 1.0% security will decline so that an investor purchasing the security would pay a price below face value which would cause the security to yield 1.1% even though it only pays 1.0%. If held until maturity, the security would pay the full face value along with the 1.0% stated interest throughout the term. In other words, "unrealized" gains/losses are not "realized" unless the security is actually sold prior to maturity.

The City generally experienced a rising yield market since July 2016. The yield at June 30, 2016 was 1.25% and rose to 2.31% as of March 31, 2020. This has resulted in unrealized losses, however, it is important to point out that the investments continue to pay the stated interest on the security. The unrealized losses simply represent the amount that the City would lose, if the security was sold in the current market conditions. It is not an actual loss of the City's principal value invested. It is also important to remember that rising yield markets are good in the sense that as securities mature, they are replaced with higher rate securities, increasing the overall interest income of the portfolio.

Because the total return (as opposed to the yield) takes into account realized and unrealized gains/losses, it is generally compared against a target benchmark to evaluate portfolio performance. The City's benchmark is the 1-5 Year U.S. Treasury Index. The total return for the City's portfolio for the quarter ended March 31, 2020 was 2.57% while the benchmark total return was 3.80%.

The City's managed portfolio underperformed by 1.23% when compared to the benchmark for the quarter due to the emerging crisis. However, the portfolio was well structured with over 50% invested in Treasury and Agency Securities which offer the City with a high degree of safety and liquidity. This will help provide better stability in the portfolio's earnings going forward. Since inception of the portfolio (January 2016), the return has matched the benchmark at 2.41%

Aside from the PFMAM managed portfolio, the City's other investments are the Local Agency Investment Fund ("LAIF"), a pooled investment fund managed by the California State Treasurer, and the First American Treasury Obligations Fund, a U.S. Treasury money market fund ("MMF") used by the City's bond trustee. LAIF returned an annualized rate of 2.03% for the quarter while the MMF returned 1.00%. The LAIF accounts returned a total of \$297,959.31 in interest income.



City of Santa Fe Springs

City Council Meeting

May 14, 2020

The attached Treasurer's Report contains all investments under the control of the City.

The investments, at market value, are summarized as follows:

Pooled Cash and Investments	\$ 77.3 million
Successor Agency Bond Funds	18.1 million
Bonds Reserves and Debt Service	<u>9.2 million</u>
Total Investments	\$104.6 million

Pooled cash and investments consist of the PFMAM managed account and LAIF. The Successor Agency bond funds are held in LAIF and are the source of funds for ongoing capital improvement projects.

The bond reserves and debt service funds consist of the MMF accounts held, as required, by the City's third party trustee, U.S. Bank. These funds are held for debt service payments and reserves for bond issuances of the Water Utility Authority, the Successor Agency, and the Heritage Springs Assessment District.

The investments, at market value, are summarized by type as follows:

PFMAM Managed Portfolio	\$ 33.6 million
LAIF	61.8 million
MMF	<u>9.2 million</u>
Total Investments	\$104.6 million

PFMAM and Staff will continue to work with the Council Finance Subcommittee to review any proposed changes to the portfolio make up.


Raymond R. Cruz
City Manager

Attachments:

1. Treasurer's Report of Investments (Quarter Ended March 31, 2020)
2. PFMAM Investment Performance Review (Quarter Ended March 31, 2020)

**CITY OF SANTA FE SPRINGS
TREASURER'S REPORT OF INVESTMENTS
QUARTER ENDED MARCH 31, 2020**

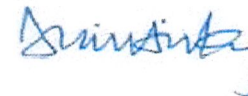
DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES	ENDING BALANCE	MARKET VALUE	QUARTERLY INVESTMENT EARNING	ANNUAL YIELD
POOLED INVESTMENTS:							
PFM MANAGED PORTFOLIO (1)	\$ 32,309,163.93	\$ 2,874,252.20	\$ 2,683,830.15	\$ 32,499,585.98	\$ 33,649,182.23	\$ 207,668.81	2.31%
LOCAL AGENCY INVESTMENT FUND	37,950,022.83	7,703,524.87	2,300,000.00	43,353,547.70	43,677,876.24	207,581.08	2.03%
SUBTOTAL POOLED INVESTMENTS	70,259,186.76	10,577,777.07	4,983,830.15	75,853,133.68	77,327,058.47	415,249.89	
SUCCESSOR AGENCY BOND FUNDS (2):							
LOCAL AGENCY INVESTMENT FUND	17,855,117.32	102,572.69	-	17,957,690.01	18,092,031.76	90,378.23	2.03%
SUCCESSOR AGENCY FUNDS:							
LOCAL AGENCY INVESTMENT FUND	0.92	-	-	0.92	0.93	-	2.03%
INVESTMENTS HELD BY FISCAL AGENT (3):							
U.S. BANK CORPORATE TRUST MONEY MARKET FUNDS:							
First American Treasury Obligations Fund Class D:							
City of Santa Fe Springs	562,280.59	1,482.87	-	563,763.46	563,763.46	1,482.57	1.00%
Successor Agency	2,179,089.82	6,495,797.48	200,235.01	8,474,652.29	8,474,652.29	15,562.47	1.00%
Heritage Springs Assessment District	172,718.69	42,125.01	43,790.00	171,053.70	171,053.70	462.55	1.00%
Subtotal First American Treasury Obligations Fund Class D	2,914,089.10	6,539,405.36	244,025.01	9,209,469.45	9,209,469.45	17,507.59	
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	2,914,089.10	6,539,405.36	244,025.01	9,209,469.45	9,209,469.45	17,507.59	
TOTAL INVESTMENTS	\$ 91,028,394.10	\$ 17,219,755.12	\$ 5,227,855.16	\$ 103,020,294.06	\$ 104,628,560.61	\$ 523,135.71	

Notes:

- (1) See attached report prepared by PFM, the City's investment manager, for detailed analysis of the managed portfolio. All information except for the market value is reported on the amortized cost basis. Investment earnings on the amortized cost basis do not include unrealized gains and losses.
- (2) Unspent bond proceeds of the former redevelopment agency to be used for ongoing capital improvement projects.
- (3) Fiscal agent accounts are held by U.S. Bank as Trustee for debt service reserves and payment of bond principal and interest.

CERTIFICATION:

The investment transactions are in compliance with the investment policy approved by the City Council.
There is sufficient liquidity within the portfolio to meet all anticipated expenditures for the next six months.



TRAVIS HICKEY, CITY TREASURER



CITY OF SANTA FE SPRINGS

Investment Performance Review For the Quarter Ended March 31, 2020

Client Management Team

Sarah Meacham, Managing Director
Richard Babbe, CCM, Senior Managing Consultant

601 South Figueroa, Suite 4500
Los Angeles, CA 90017
213-489-4075

PFM Asset Management LLC

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

Market Update

COVID-19: A Three-Pronged Crisis



Health Crisis Pandemic

The rapidly spreading coronavirus is overwhelming healthcare facilities around the world as the number of cases and deaths related to the virus continue to grow.



Effects on the Economy

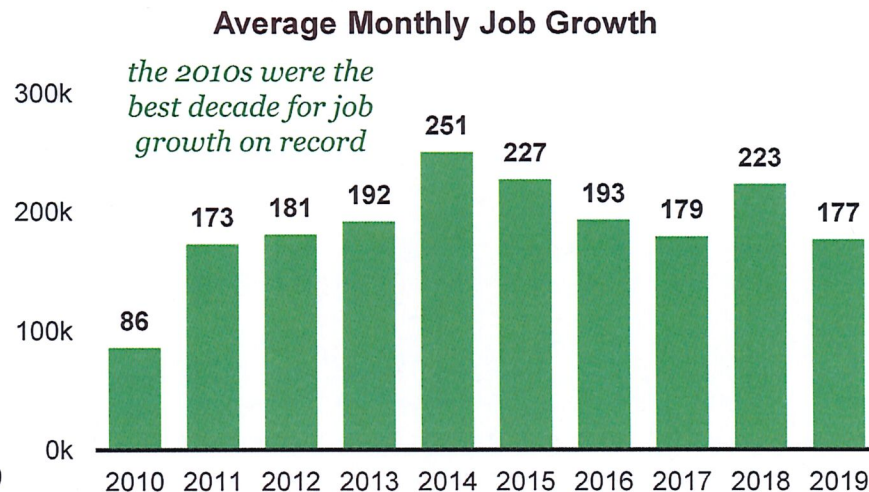
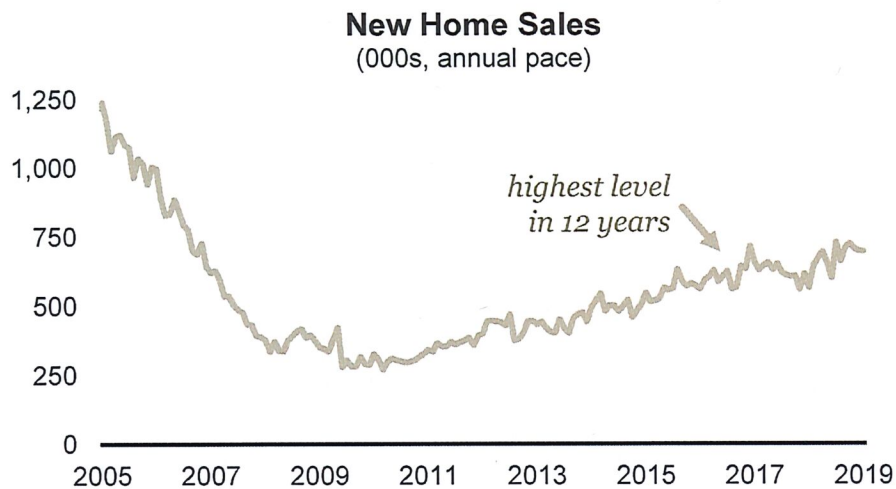
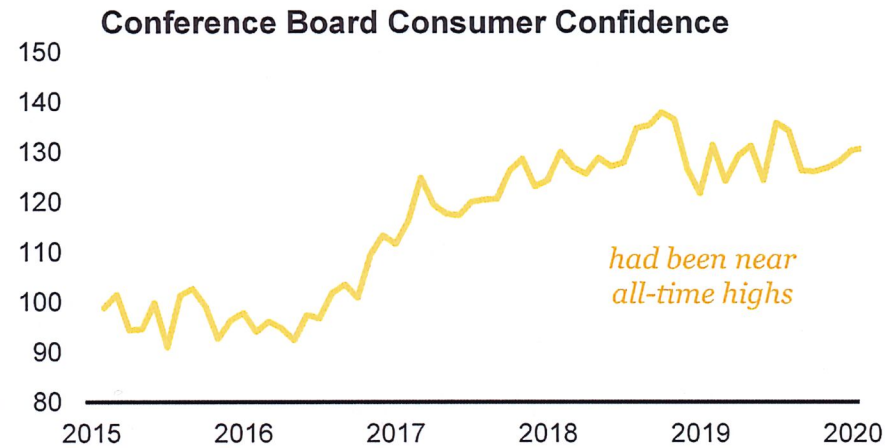
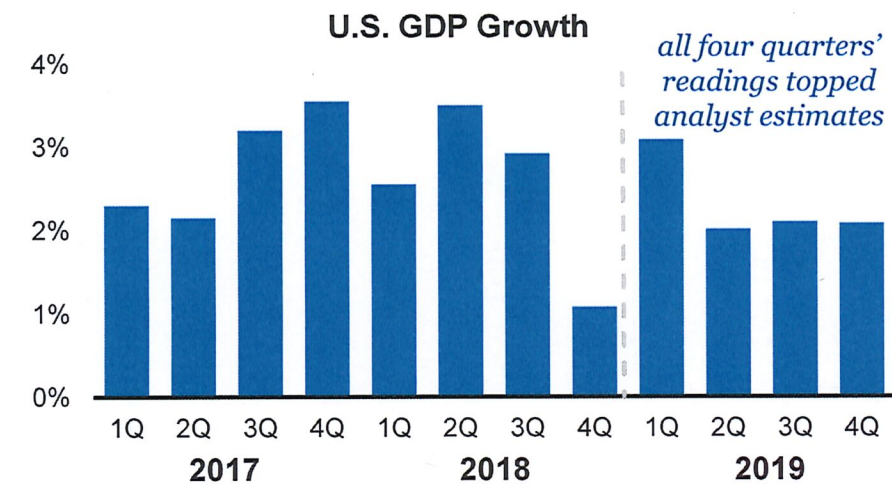
With businesses forced to close their doors and consumers stuck at home “social distancing,” the economy has come to a near standstill over a very short period of time.



Effects on Financial Markets

Treasury yields and stock prices have plummeted while credit spreads and volatility have soared in reaction to the uncertainty created by the pandemic.

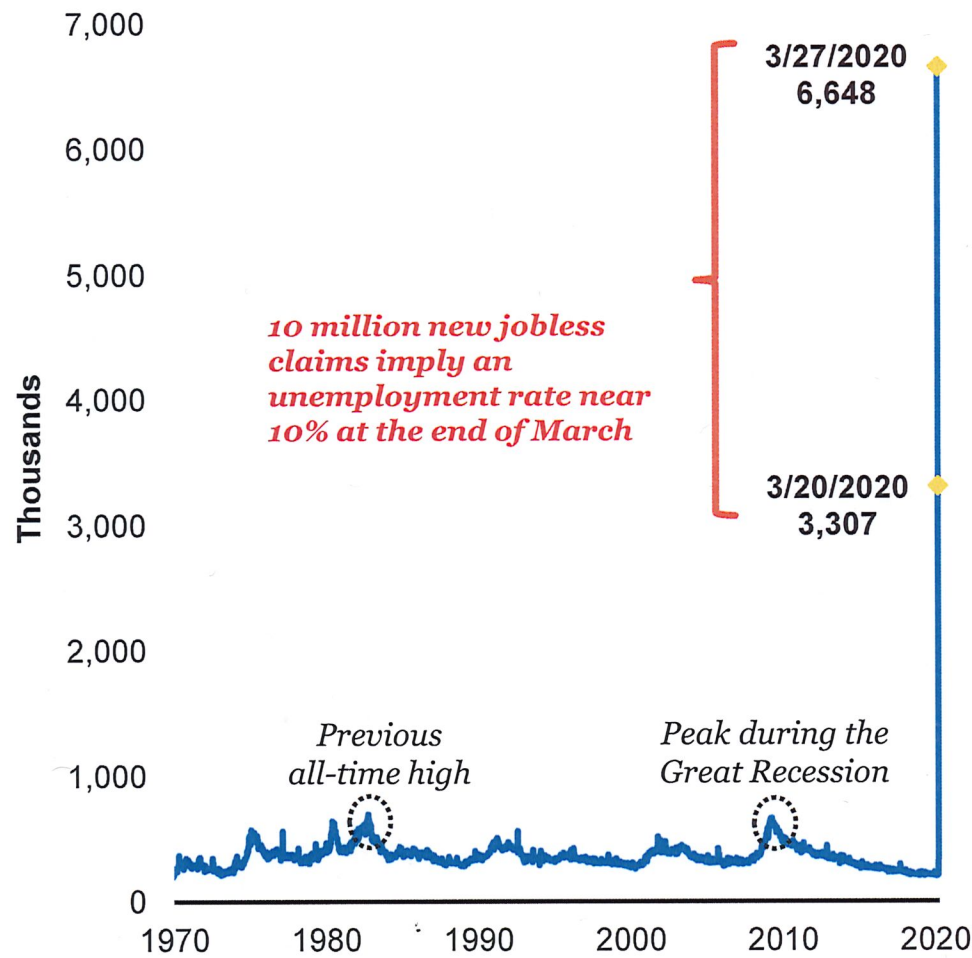
Domestic Data Was Strong Prior to Coronavirus Outbreak



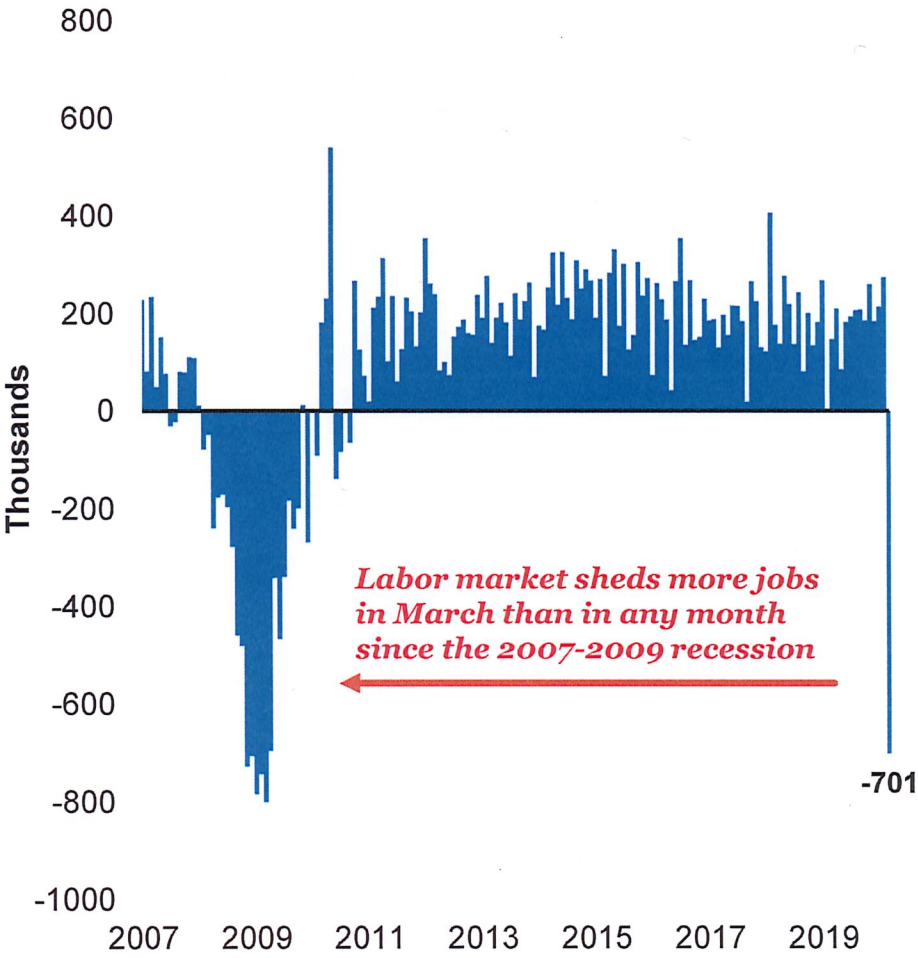
Source: Bloomberg, latest data available as of 2/29/2020.

U.S. Economy Posts Massive Job Losses in March

Initial Jobless Claims



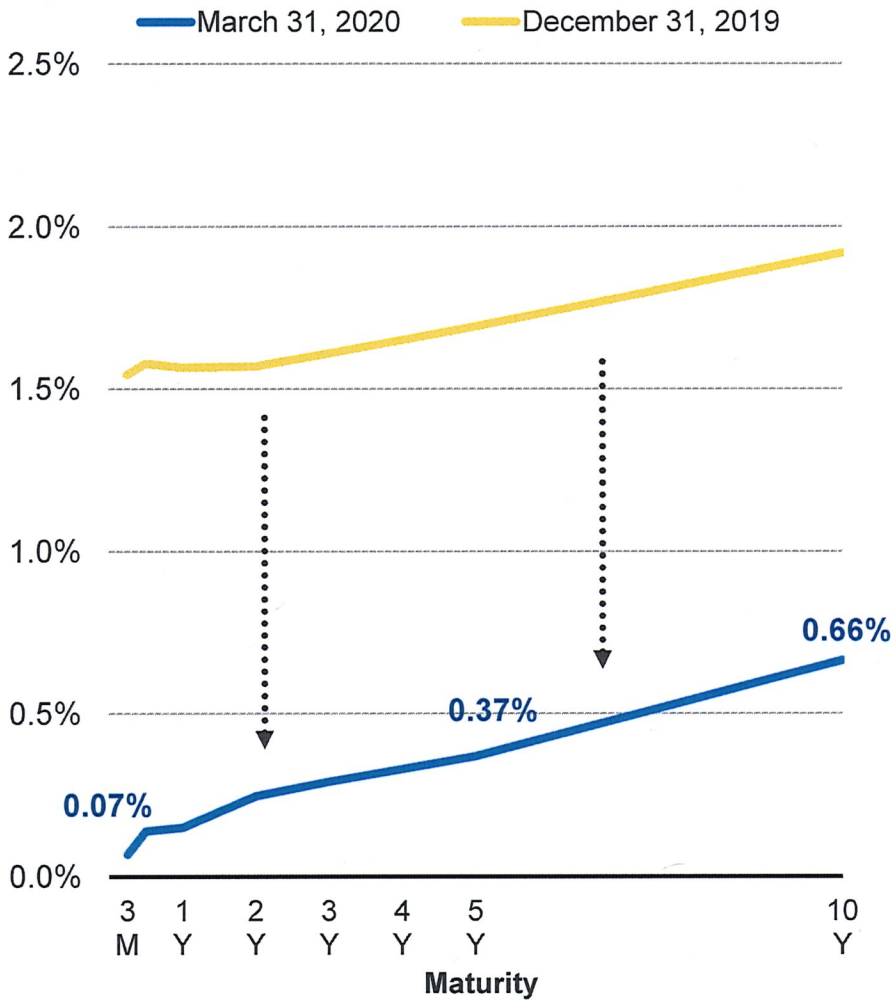
Monthly Change in Non-Farm Payrolls



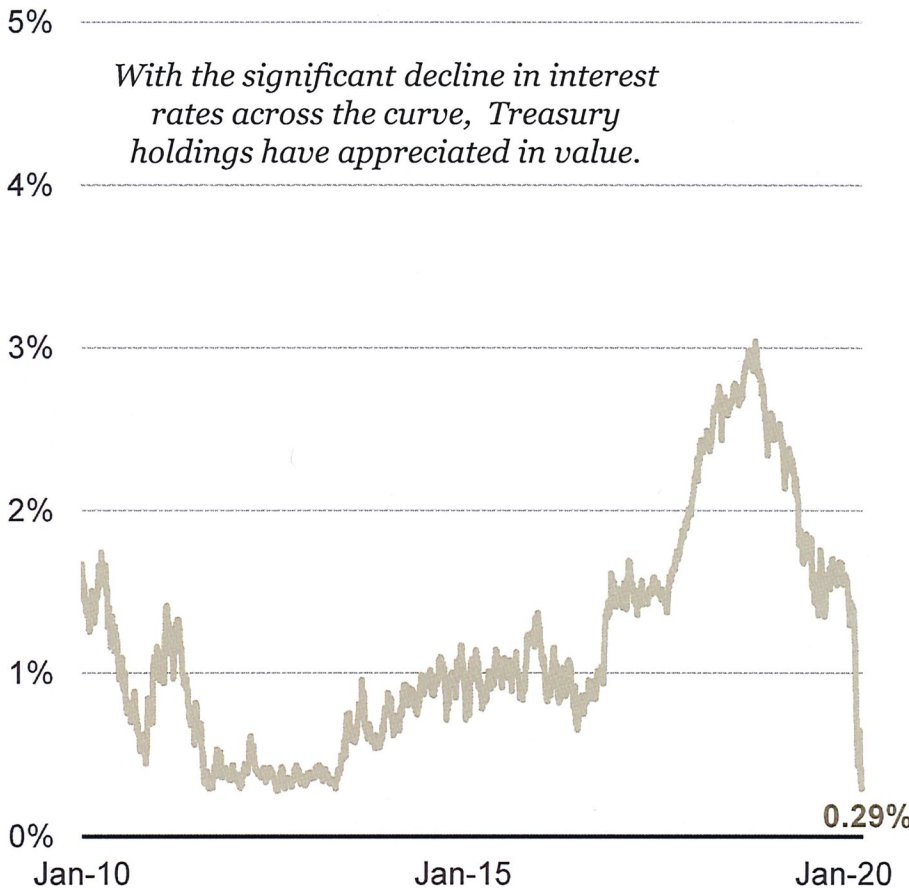
Source: Bloomberg, as of 4/3/2020. Data is seasonally adjusted.

Interest Rates Plunge; Likely to Stay Ultra-Low Through the Crisis

US Treasury Yield Curve



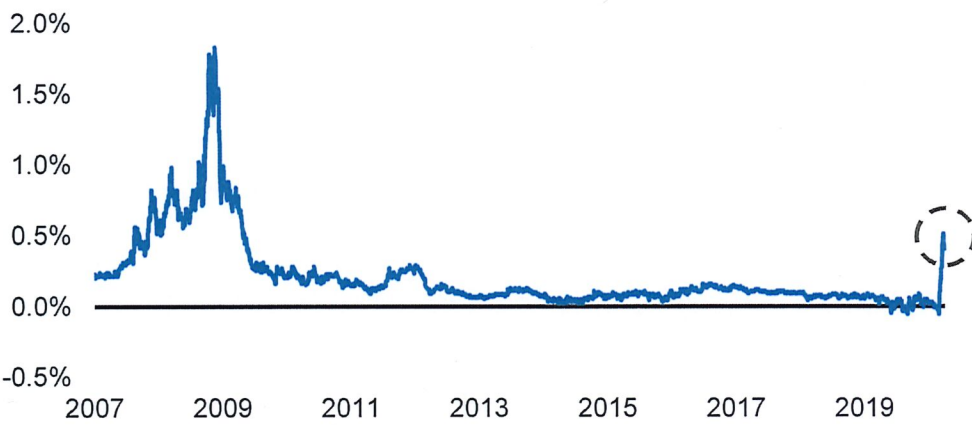
3-Year Treasury Yield



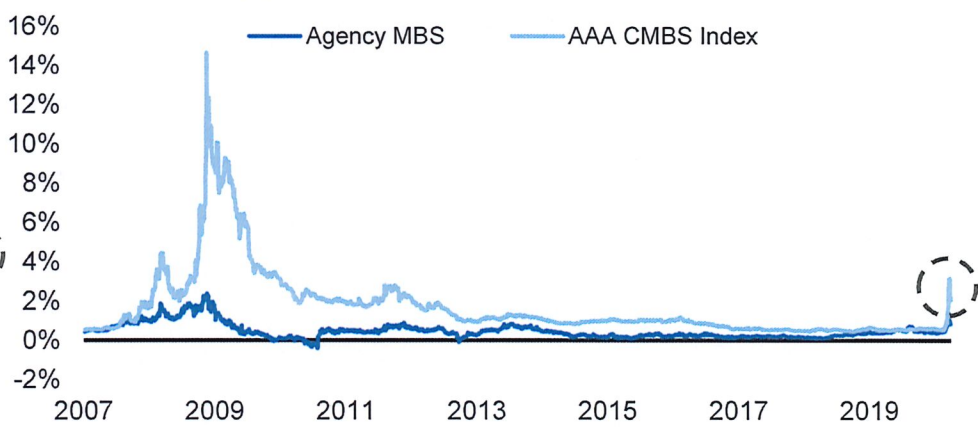
Source: Bloomberg as of 3/31/2020.

Sector Spreads Spike to Levels Not Seen Since the Great Recession

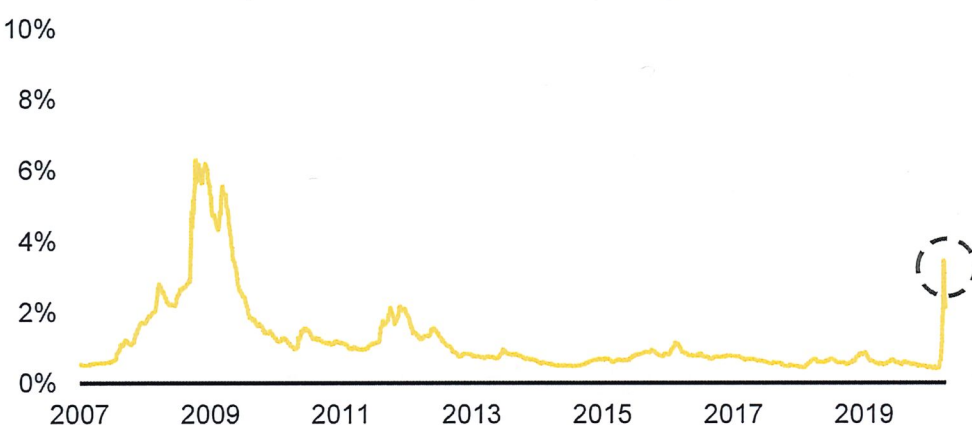
Federal Agency Yield Spreads



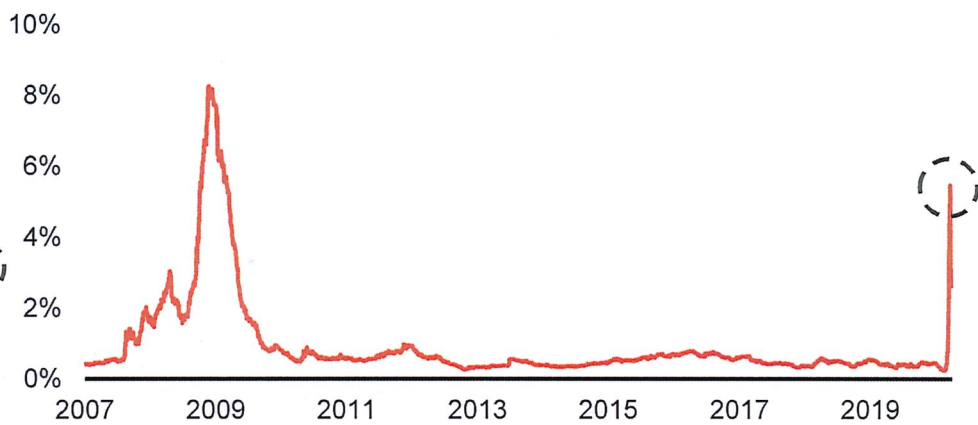
Mortgage-Backed Securities Yield Spreads



Corporate Notes A-AAA Yield Spreads



Asset-Backed Securities Yield Spreads



Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFM as of 3/31/20. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable-maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.

Federal Reserve Broadens Tool Kit to Support Markets

Zero Interest Rates

Cut rates by 150 bps at two emergency meetings in March

Asset Purchase Programs

Treasury and Agency MBS purchase program

U.S. Dollar Swap Lines

Expanded swap lines with additional foreign central banks

Liquidity Support

Funding for CP, corporate bonds, ABS, MMF & primary dealers

Discount Window

Decreased rate charged and extended term of loans

Repurchase Agreements

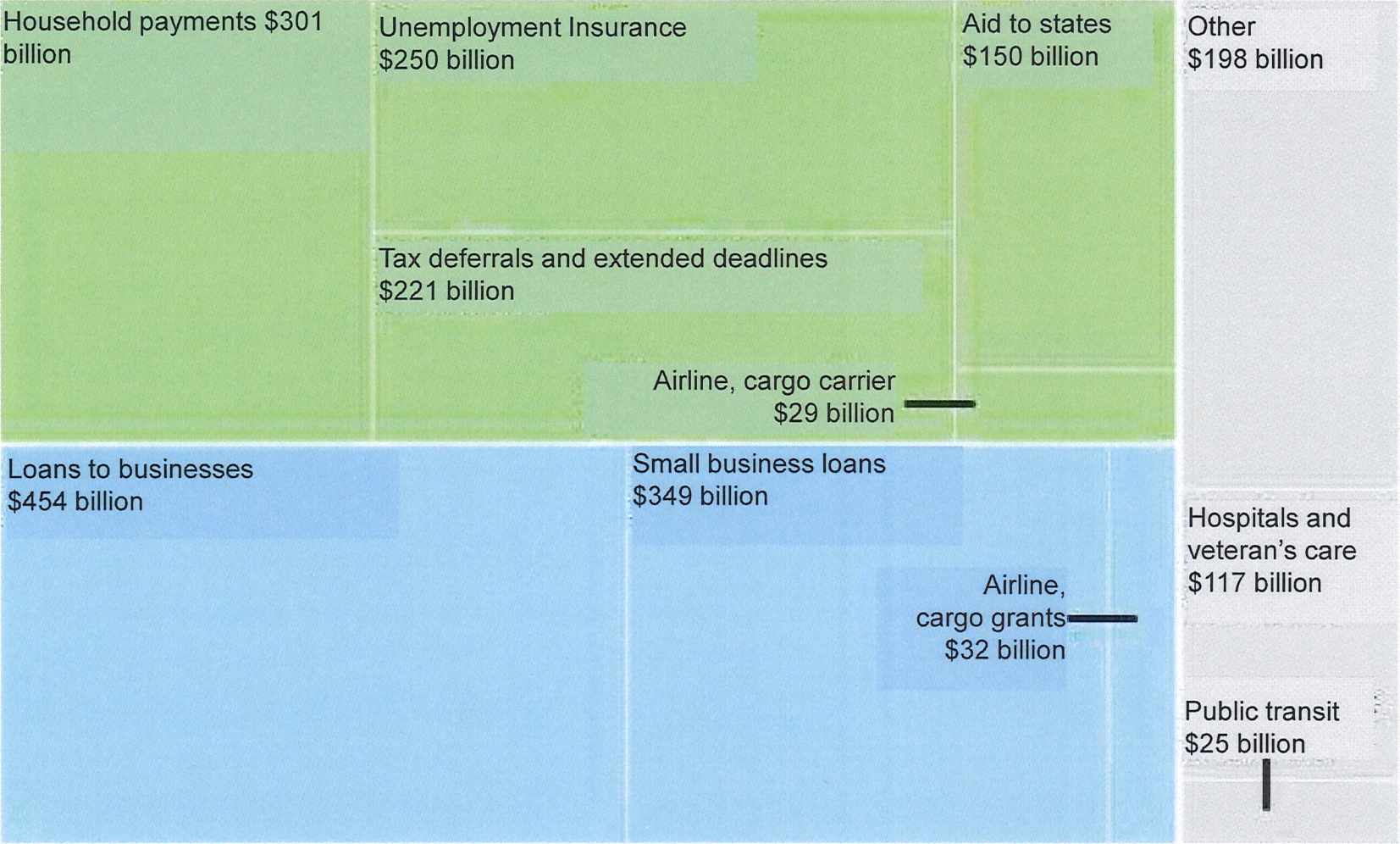
Increased the amount offered in repurchase operations

Regulatory Relief

Moved reserve requirement to 0, extended the filing deadline for 3/31 financial statements, and eased capital liquidity restraints

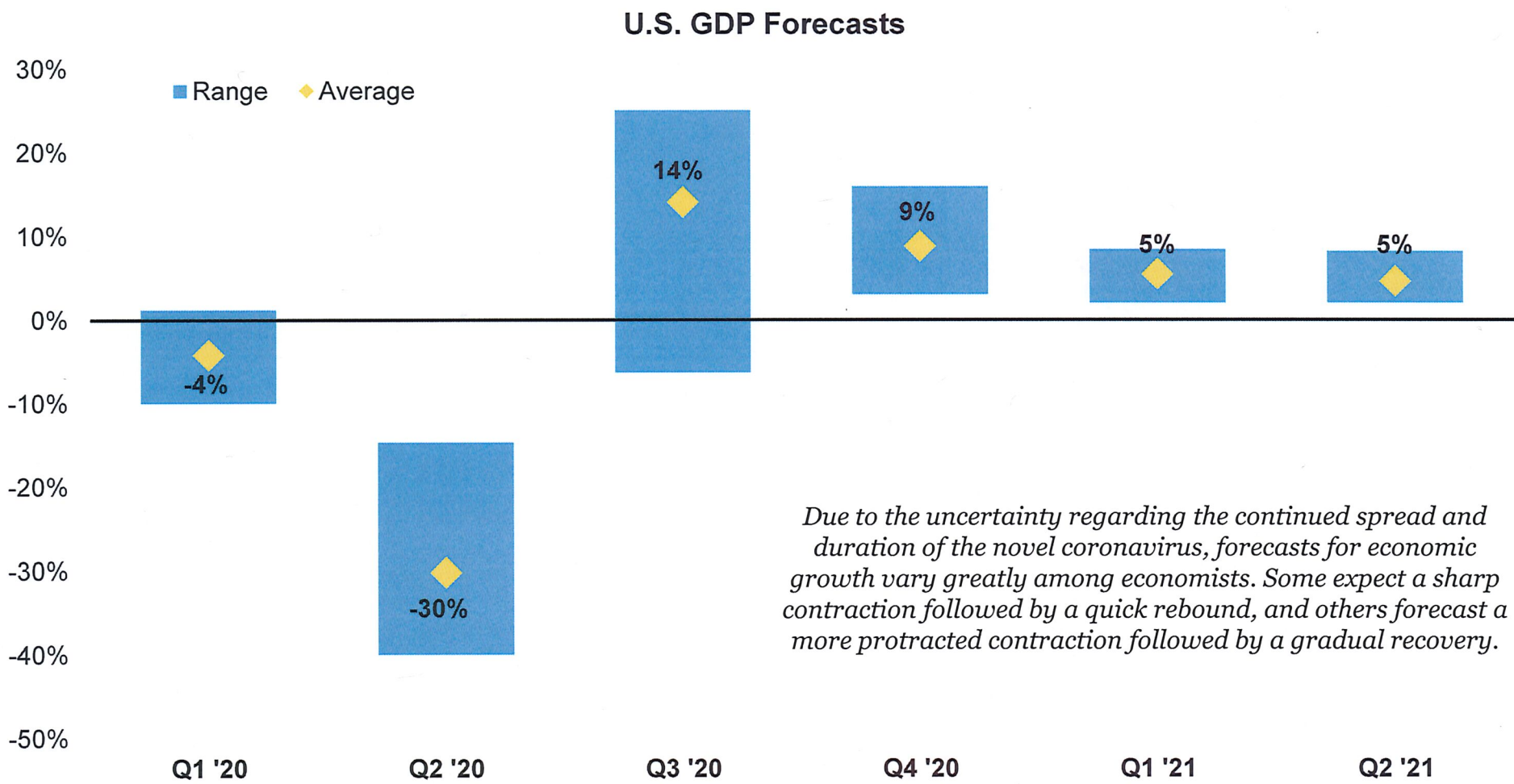
Congress Passes \$2 Trillion Stimulus Package
Coronavirus Aid, Relief, and Economic Security (CARES) Act

■ Direct Relief ■ Loans ■ Supplemental



Source: NPR, as of 3/31/2020.

Economists Expect a Significant, Immediate Downturn in the U.S. Economy



Source: Bloomberg. Forecasts made from 3/25/2020 through 4/3/2020 by ING Group, Morgan Stanley, Deutsche Bank, Goldman Sachs Group, Barclays, JPMorgan Chase, UBS, TD Bank, and Wells Fargo.

Investment Strategy & Portfolio Review

First Quarter Portfolio Recap

- PFM took a proactive response to the emerging crisis and fast-moving markets by maintaining our emphasis on safety and liquidity in the portfolio's strategy, as well as holding frequent ad-hoc Credit and Investment Committee meetings to assess emerging news and market trends.
- Our strategy throughout the fourth quarter included the following elements:
 - The portfolio's duration was maintained in line with its benchmark, which has been an important element in sustaining its performance over the past several years.
 - We have been increasing the portfolio's target allocation to U.S. Treasuries reflective of narrow yield spreads to most fixed-income sectors. The portfolio's significant allocation to the Treasury and Agency securities enhanced the portfolio's liquidity profile.
 - Entering the quarter, we had a modestly defensive posture towards corporate credit, reflective of narrow yield spreads and our concerns about overall increased leverage by issuers in the sector. We had modestly reduced allocations to the sector, but still viewed corporate securities as a core holding in the portfolio. As the crisis developed, one of the first steps we took was to restrict to all new credit and ABS purchases.
 - Although not to the same degree as during the 2008-09 financial crisis, investment grade corporate bond spreads widened significantly in the second half of the quarter. The move in spreads resulted in significant negative excess returns in the sector to the tune of -2% to -4%. This resulted in significant underperformance for the sector relative to Treasury benchmarks.
 - Asset-backed securities (ABS) also generated significant negative excess returns as spreads widened sharply (again, not reaching 2008-09 levels). All new ABS purchases were halted, and cash flows were reallocated to U.S. Treasuries and federal agencies to improve portfolio liquidity.
 - Like their longer-term counterparts, short-term credit (negotiable CDs) spreads widened sharply due to credit and liquidity concerns. We partially returned to the CD market in a cautious manner late in the quarter, emphasizing the largest, strongest banks and industrial issuers.
 - The unprecedented economic conditions will stress many companies' revenue, profits, liquidity, and credit ratings. As noted above, we initially paused all new credit purchases and subsequently re-approved a limited number of issuers for short-term purchases only. PFM has also undertaken a wholesale review of all issuers on our approved list and redoubled our ongoing monitoring and due diligence efforts.

Sector Allocation & Compliance

- The portfolio is in compliance with the City's Investment Policy and the California Government Code.

Security Type	Market Value as of 3/31/20	% of Portfolio	% Change vs. 12/31/19	Permitted by Policy	In Compliance
U.S. Treasury	\$16,242,687	48.3%	6.3%	100%	✓
Federal Agency	\$1,263,668	3.8%	-1.0%	100%	✓
Agency CMOs	\$1,746,208	5.2%	-0.2%	100%	✓
Supranationals	\$298,453	0.9%	-2.1%	30%	✓
Asset-Backed Securities	\$2,691,291	8.0%	-2.3%	20%	✓
Negotiable CDs	\$2,540,625	7.6%	0.8%	30%	✓
Corporate Notes	\$8,677,039	25.8%	-1.4%	30%	✓
Securities Sub-Total	\$33,459,970	99.4%			
Accrued Interest	\$156,481				
Securities Total	\$33,616,452				
PFM Funds	\$189,212	0.6%	-0.1%	100%	✓
Total Investments	\$33,805,664	100.0%			

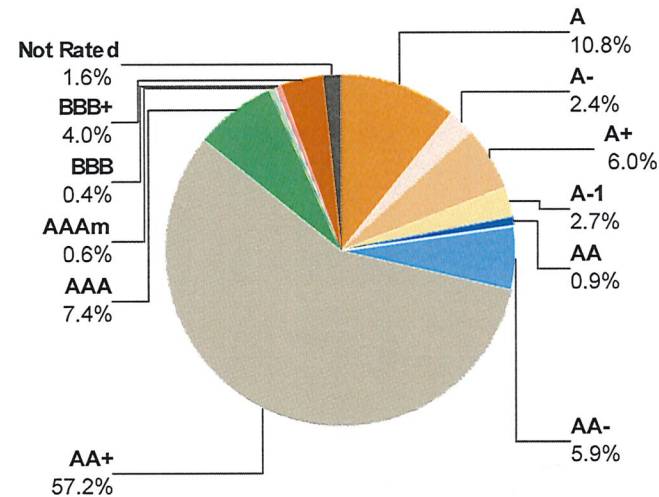
Market values, excluding accrued interest. Detail may not add to total due to rounding. Current investment policy as of June 25, 2015.

Portfolio Statistics

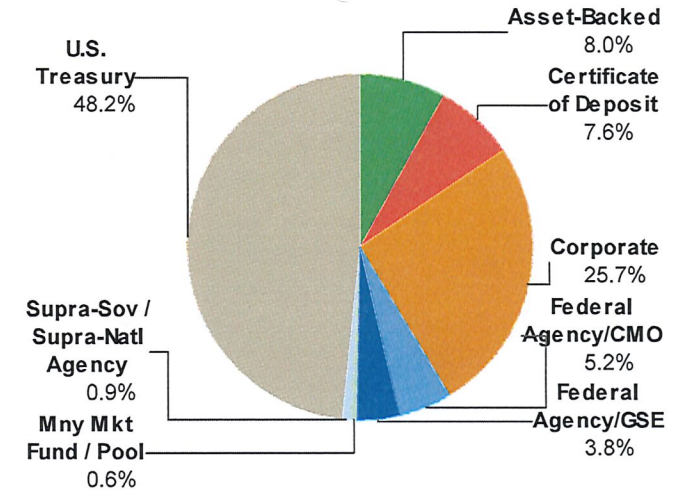
As of March 31, 2020

Par Value:	\$32,546,279
Total Market Value:	\$33,805,613
Security Market Value:	\$33,459,970
Accrued Interest:	\$156,431
Cash:	-
PFM Funds	\$189,212
Amortized Cost:	\$32,499,586
Yield at Market:	1.13%
Yield at Cost:	2.31%
Effective Duration:	2.56 Years
Duration to Worst:	2.56 Years
Average Maturity:	2.86 Years
Average Credit: *	AA

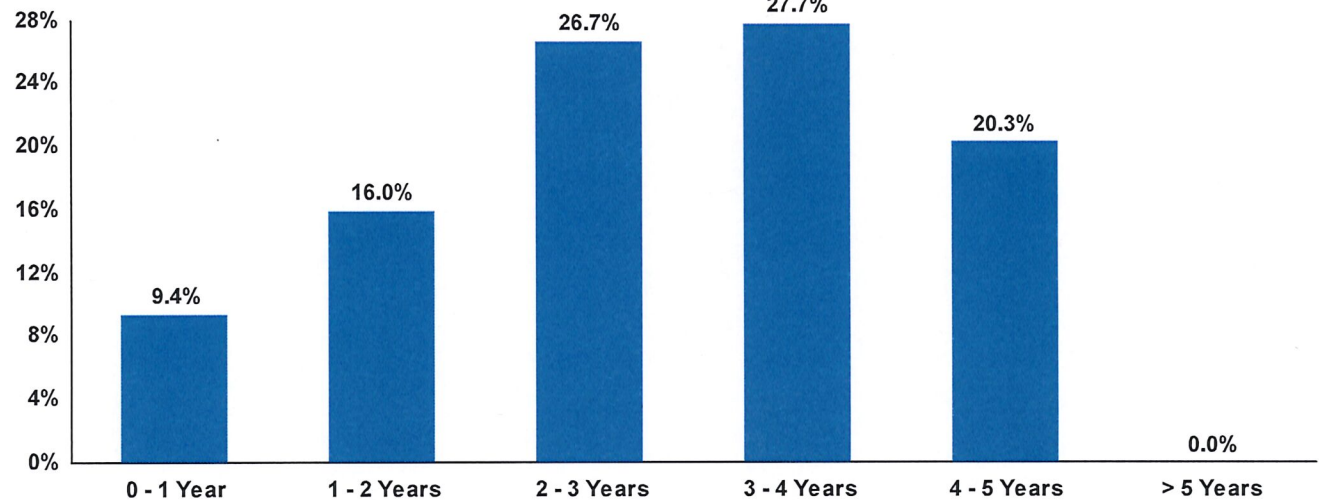
Credit Quality (S&P Ratings)**



Sector Allocation



Maturity Distribution

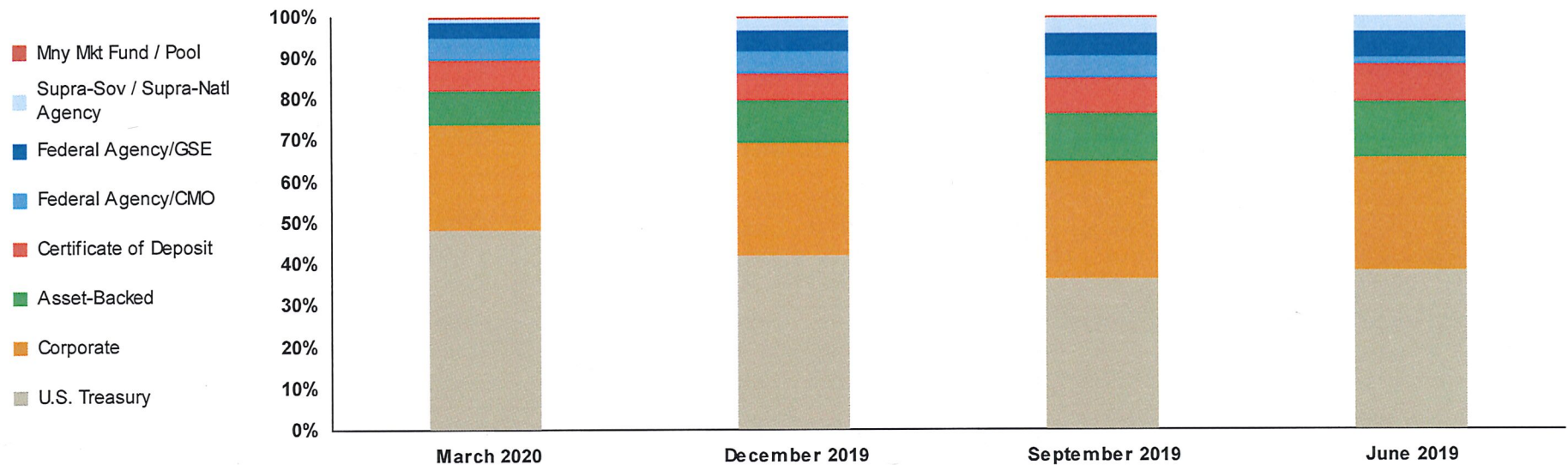


* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio

**Securities held in the City's portfolio are in compliance with California Government Code and the City's investment policy dated June 25, 2015..

Sector Allocation

Sector	March 31, 2020		December 31, 2019		September 30, 2019		June 30, 2019	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	16.2	48.2%	13.8	42.0%	11.9	36.3%	12.4	38.2%
Corporate	8.7	25.7%	8.9	27.2%	9.3	28.6%	8.8	27.3%
Asset-Backed	2.7	8.0%	3.4	10.4%	3.8	11.7%	4.4	13.7%
Certificate of Deposit	2.5	7.6%	2.2	6.7%	2.7	8.3%	2.9	9.1%
Federal Agency/CMO	1.7	5.2%	1.8	5.4%	1.7	5.3%	0.5	1.6%
Federal Agency/GSE	1.3	3.8%	1.5	4.7%	1.8	5.5%	2.0	6.2%
Supra-Sov / Supra-Natl Agency	0.3	0.9%	1.0	3.0%	1.2	3.7%	1.2	3.8%
Mny Mkt Fund / Pool	0.2	0.6%	0.2	0.6%	0.2	0.6%	0.0	0.1%
Total	\$33.6	100.0%	\$32.8	100.0%	\$32.7	100.0%	\$32.3	100.0%

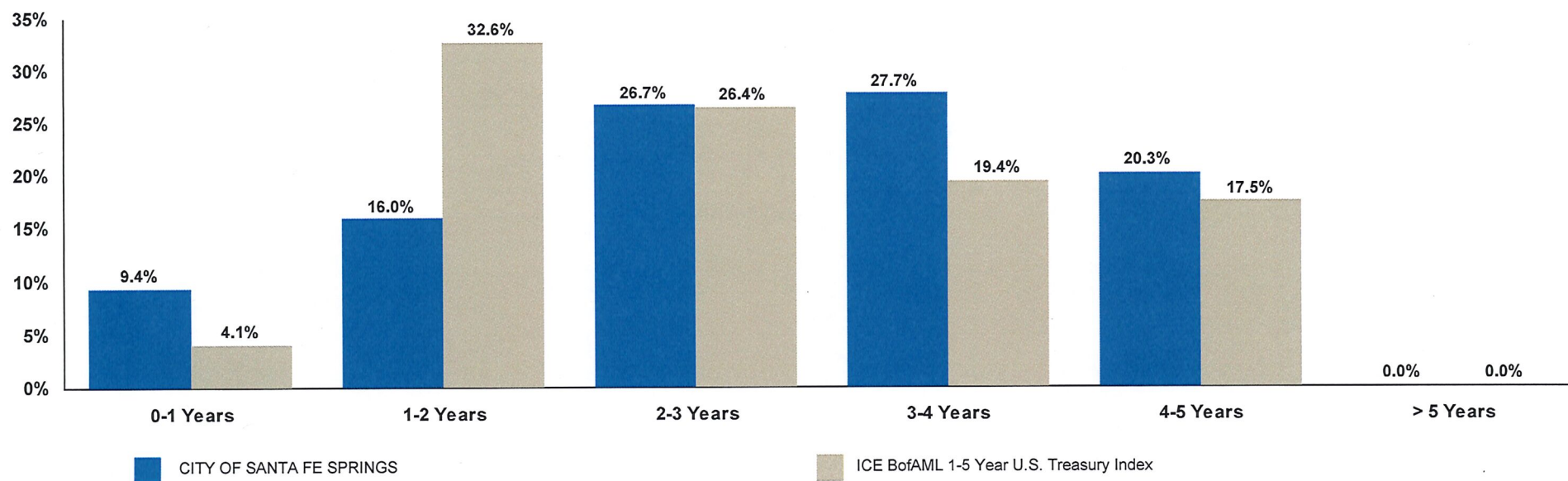


Detail may not add to total due to rounding.

Maturity Distribution

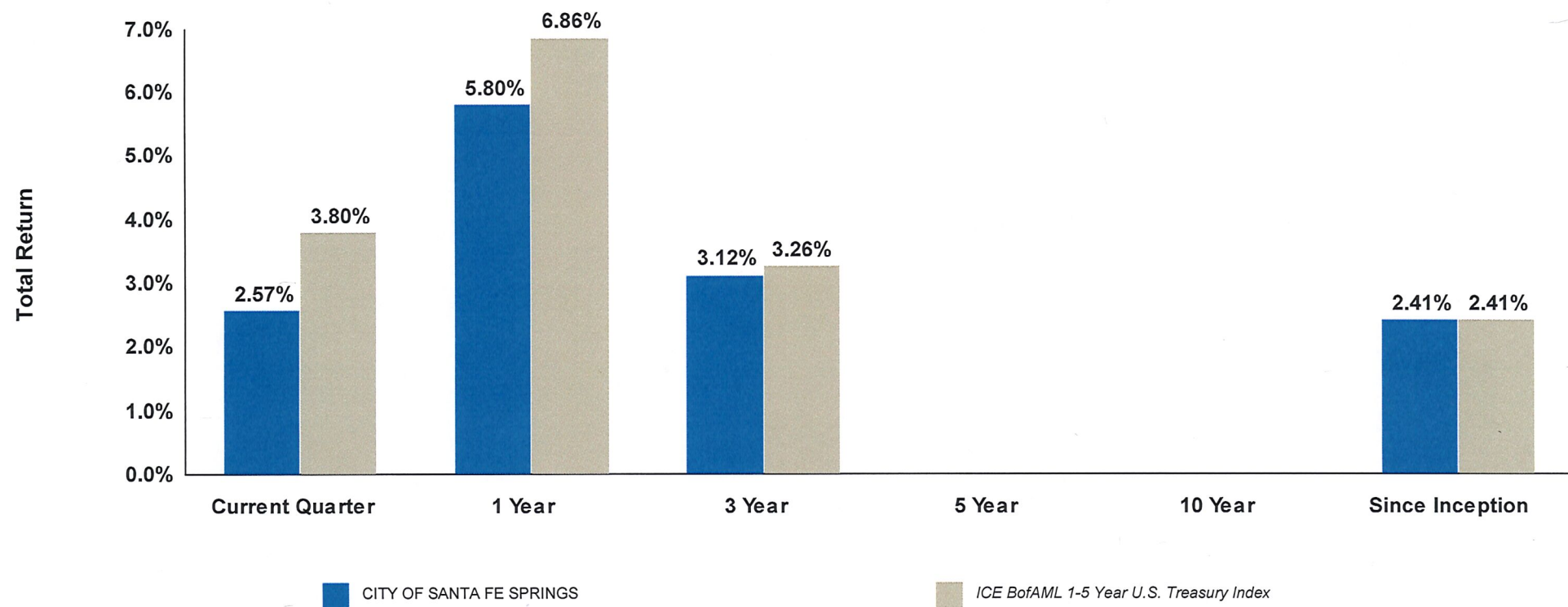
As of March 31, 2020

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF SANTA FE SPRINGS	1.13%	2.86 yrs	9.4%	16.0%	26.7%	27.7%	20.3%	0.0%
ICE BofAML 1-5 Year U.S. Treasury Index	0.25%	2.67 yrs	4.1%	32.6%	26.4%	19.4%	17.5%	0.0%



Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				
			1 Year	3 Year	5 Year	10 Year	Since Inception (03/31/16) **
CITY OF SANTA FE SPRINGS	2.56	2.57%	5.80%	3.12%	-	-	2.41%
ICE BofAML 1-5 Year U.S. Treasury Index	2.58	3.80%	6.86%	3.26%	-	-	2.41%
Difference		-1.23%	-1.06%	-0.14%	-	-	0.00%



Portfolio performance is gross of fees unless otherwise indicated. **Since Inception performance is not shown for periods less than one year.

Portfolio Earnings

Quarter-Ended March 31, 2020

Market Value Basis

Accrual (Amortized Cost) Basis

	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (12/31/2019)	\$32,819,858.46	\$32,309,163.93
Net Purchases/Sales	\$170,774.93	\$170,774.93
Change in Value	\$658,548.84	\$19,647.12
Ending Value (03/31/2020)	\$33,649,182.23	\$32,499,585.98
Interest Earned	\$188,021.69	\$188,021.69
Portfolio Earnings	\$846,570.53	\$207,668.81

Second Quarter Investment Strategy Outlook

- U.S. economic fundamentals are expected to deteriorate significantly in the second quarter as the full effect of COVID-19 materializes. The real question is the duration of the economic shutdown and the speed and trajectory of the eventual recovery. As a result of this uncertainty, we plan to maintain neutral portfolio durations relative to their respective benchmarks into April as we monitor guidance from index vendors regarding future rebalancing.
- Our outlook for major investment-grade sectors includes the following:
 - Federal agencies currently offer value, materially less credit risk, and better liquidity than most other sectors. Moving into the second quarter, we will likely target increased allocations to agencies. Given low yields, we also find value in callable agencies but will evaluate them on an issue-specific basis.
 - The supranational sector remains underwhelming, even though spreads are wider than the previous quarter. We anticipate increasing allocations as opportunities become available.
 - The investment grade corporate market faces numerous challenges and uncertainties. We believe the prudent action is to remain cautious and vigilant until longer-term economic consequences are better understood and market liquidity stabilizes. While spreads are significantly wider, PFM's view is that under current conditions the risks still outweigh the potential benefits. The late quarter surge in new issues that were easily absorbed by investors is an early, optimistic sign.
 - In ABS, spreads remain wide, and liquidity remains impaired. At the forefront of risks are consumers' and businesses' ability to make timely credit card, auto loan, and equipment lease payments. We plan to avoid new ABS purchases until the outlook is clearer. ABS allocations are expected to naturally decline from principal paydowns.
 - The MBS sector survived the recent surge of prepayments and now has support from the unlimited Fed purchase program. As a result, spreads began to narrow in the late first quarter. We view this stabilization as a modest buying opportunity in MBS heading into the second quarter with a focus on structures with less prepayment risk.

Issuer Distribution

Issuer Distribution

As of March 31, 2020

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	16,242,687	48.3%
FANNIE MAE	1,346,150	4.0%
FREDDIE MAC	1,327,020	3.9%
PFIZER INC	501,648	1.5%
UNITED PARCEL SERVICE INC	488,660	1.5%
TOYOTA MOTOR CORP	455,801	1.4%
DEERE & COMPANY	413,700	1.2%
PACCAR FINANCIAL CORP	359,107	1.1%
FEDERAL HOME LOAN BANKS	336,707	1.0%
BB&T CORPORATION	335,609	1.0%
DNB ASA	332,509	1.0%
SKANDINAVISKA ENSKILDA BANKEN AB	330,281	1.0%
NORDEA BANK AB	330,204	1.0%
AMERICAN EXPRESS CO	328,666	1.0%
3M COMPANY	328,526	1.0%
THE WALT DISNEY CORPORATION	327,383	1.0%
CREDIT AGRICOLE SA	326,205	1.0%
CAPITAL ONE FINANCIAL CORP	321,623	1.0%

Top 5 = 59.2%

Top 10 = 64.8%

CITY OF SANTA FE SPRINGS

Issuer	Market Value (\$)	% of Portfolio
SOCIETE GENERALE	315,939	0.9%
GENERAL DYNAMICS CORP	313,724	0.9%
WAL-MART STORES INC	310,965	0.9%
US BANCORP	306,768	0.9%
GOLDMAN SACHS GROUP INC	305,756	0.9%
AMERICAN HONDA FINANCE	304,873	0.9%
BANK OF MONTREAL	302,353	0.9%
SWEDBANK AB	302,056	0.9%
BANK OF NOVA SCOTIA	301,077	0.9%
MORGAN STANLEY	300,751	0.9%
INTL BANK OF RECONSTRUCTION AND DEV	298,453	0.9%
CITIGROUP INC	276,706	0.8%
CATERPILLAR INC	268,697	0.8%
VERIZON OWNER TRUST	267,585	0.8%
BANK OF AMERICA CO	265,556	0.8%
UNILEVER PLC	263,195	0.8%
THE BANK OF NEW YORK MELLON CORPORATION	261,797	0.8%
MERCK & CO INC	260,112	0.8%
NATIONAL RURAL UTILITIES CO FINANCE CORP	250,444	0.7%
ALLY AUTO RECEIVABLES TRUST	234,502	0.7%
NISSAN AUTO RECEIVABLES	223,823	0.7%

CITY OF SANTA FE SPRINGS

Issuer	Market Value (\$)	% of Portfolio
JP MORGAN CHASE & CO	203,166	0.6%
VOLKSWAGEN OF AMERICA	201,988	0.6%
FORD CREDIT AUTO OWNER TRUST	200,579	0.6%
HONDA AUTO RECEIVABLES	195,666	0.6%
CHARLES SCHWAB	190,480	0.6%
PFM FUNDS - GOVT SELECT, INSTL CL	189,212	0.6%
HOME DEPOT INC	177,451	0.5%
CARMAX AUTO OWNER TRUST	176,447	0.5%
MERCEDES-BENZ AUTO RECEIVABLES	158,543	0.5%
VISA INC	150,810	0.5%
BOEING COMPANY	144,193	0.4%
GM FINANCIAL SECURITIZED TERM	126,348	0.4%
HERSHEY COMPANY	125,570	0.4%
DISCOVER FINANCIAL SERVICES	125,527	0.4%
GENERAL ELECTRIC CO	125,054	0.4%
TEXAS INSTRUMENTS INC	100,527	0.3%
IBM CORP	100,349	0.3%
PROCTER & GAMBLE CO	85,048	0.3%
FORD CREDIT AUTO LEASE TRUST	85,040	0.3%
HARLEY-DAVIDSON MOTORCYCLE TRUST	76,742	0.2%
JOHN DEERE OWNER TRUST	70,590	0.2%

CITY OF SANTA FE SPRINGS

Issuer	Market Value (\$)	% of Portfolio
HONEYWELL INTERNATIONAL	65,553	0.2%
JOHNSON & JOHNSON	65,019	0.2%
NISSAN AUTO LEASE TRUST	60,082	0.2%
GM FINANCIAL AUTO LEASING TRUST	46,175	0.1%
ADOBE INC	35,407	0.1%
Grand Total:	33,649,182	100.0%

Portfolio Transactions

Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	1/1/20	1/25/20	132,098.25	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	284.72		
INTEREST	1/1/20	1/25/20	73,026.70	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	162.42		
INTEREST	1/1/20	1/25/20	119,811.38	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	222.95		
INTEREST	1/1/20	1/25/20	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/25/22	627.50		
INTEREST	1/1/20	1/25/20	75,696.28	3137FKK39	FHMS KP05 A	3.20%	7/1/23	202.05		
INTEREST	1/1/20	1/25/20	171,275.64	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	344.52		
INTEREST	1/1/20	1/25/20	125,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/25/22	240.31		
INTEREST	1/1/20	1/25/20	160,000.00	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/25/22	412.00		
INTEREST	1/1/20	1/25/20	150,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/25/22	288.38		
INTEREST	1/1/20	1/25/20	128,970.67	3136B1XP4	FNA 2018-M5 A2	3.56%	9/25/21	388.76		
INTEREST	1/1/20	1/25/20	325,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/25/22	637.81		
PAYDOWNS	1/1/20	1/25/20	123.85	3137FKK39	FHMS KP05 A	3.20%	7/1/23	123.85		0.00
PAYDOWNS	1/1/20	1/25/20	5,555.78	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	5,555.78		0.00
PAYDOWNS	1/1/20	1/25/20	1,818.96	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	1,818.96		0.00
PAYDOWNS	1/1/20	1/25/20	1,986.62	3136B1XP4	FNA 2018-M5 A2	3.56%	9/25/21	1,986.62		0.00
PAYDOWNS	1/1/20	1/25/20	1,332.72	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	1,332.72		0.00
PAYDOWNS	1/1/20	1/25/20	1,799.48	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	1,799.48		0.00
BUY	1/2/20	1/6/20	190,000.00	912828P38	US TREASURY NOTES	1.75%	1/31/23	(192,215.92)	1.61%	
INTEREST	1/6/20	1/6/20	100,000.00	24422ETL3	JOHN DEERE CAPITAL CORP NOTES	2.65%	1/6/22	1,325.00		
INTEREST	1/8/20	1/8/20	150,000.00	89236TFS9	TOYOTA MOTOR CREDIT CORP CORP NOTES	3.35%	1/8/24	2,512.50		

CITY OF SANTA FE SPRINGS

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
BUY	1/9/20	1/13/20	75,000.00	14913Q3C1	CATERPILLAR FINL SERVICE	1.95%	11/18/22	(74,965.50)	1.97%	
SELL	1/9/20	1/13/20	60,000.00	14913Q2A6	CATERPILLAR FINL SERVICE NOTE	1.85%	9/4/20	60,406.75	1.83%	20.05
SELL	1/13/20	1/13/20	5,000.00	912828V72	US TREASURY NOTES	1.87%	1/31/22	5,070.42	1.59%	7.48
INTEREST	1/15/20	1/15/20	160,000.00	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	404.00		
INTEREST	1/15/20	1/15/20	200,000.00	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	463.33		
INTEREST	1/15/20	1/15/20	158,692.75	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	255.23		
INTEREST	1/15/20	1/15/20	140,352.28	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	232.75		
INTEREST	1/15/20	1/15/20	126,381.31	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	176.93		
INTEREST	1/15/20	1/15/20	325,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	465.83		
INTEREST	1/15/20	1/15/20	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
INTEREST	1/15/20	1/15/20	69,139.49	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	135.40		
INTEREST	1/15/20	1/15/20	11,277.11	44891EAC3	HYUNDAI ABS 2016-B A3	1.29%	4/15/21	12.12		
INTEREST	1/15/20	1/15/20	100,000.00	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	223.33		
INTEREST	1/15/20	1/15/20	125,134.90	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	182.49		
INTEREST	1/15/20	1/15/20	58,151.87	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	128.90		
INTEREST	1/15/20	1/15/20	60,000.00	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	138.00		
INTEREST	1/15/20	1/15/20	48,005.35	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	72.81		
INTEREST	1/15/20	1/15/20	201,368.89	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	444.69		
INTEREST	1/15/20	1/15/20	211,347.10	43814UAC3	HAROT 2018-1 A3	2.64%	2/15/22	464.96		
INTEREST	1/15/20	1/15/20	75,000.00	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	195.62		
INTEREST	1/15/20	1/15/20	85,139.67	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	150.41		
INTEREST	1/15/20	1/15/20	85,000.00	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	225.96		

CITY OF SANTA FE SPRINGS

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	1/15/20	1/15/20	4,659.24	44891EAC3	HYUNDAI ABS 2016-B A3	1.29%	4/15/21	4,659.24		0.00
PAYDOWNS	1/15/20	1/15/20	6,583.32	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	6,583.32		0.00
PAYDOWNS	1/15/20	1/15/20	13,271.29	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	13,271.29		0.00
PAYDOWNS	1/15/20	1/15/20	15,163.28	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	15,163.28		0.00
PAYDOWNS	1/15/20	1/15/20	5,072.39	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	5,072.39		0.00
PAYDOWNS	1/15/20	1/15/20	5,907.87	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	5,907.87		0.00
PAYDOWNS	1/15/20	1/15/20	15,103.98	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	15,103.98		0.00
PAYDOWNS	1/15/20	1/15/20	6,844.67	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	6,844.67		0.00
PAYDOWNS	1/15/20	1/15/20	14,443.79	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	14,443.79		0.00
PAYDOWNS	1/15/20	1/15/20	15,340.64	43814UAC3	HAROT 2018-1 A3	2.64%	2/15/22	15,340.64		0.00
PAYDOWNS	1/15/20	1/15/20	13,818.40	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	13,818.40		0.00
INTEREST	1/16/20	1/16/20	125,000.00	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	314.58		
INTEREST	1/18/20	1/18/20	155,362.28	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	231.75		
PAYDOWNS	1/18/20	1/18/20	15,342.50	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	15,342.50		0.00
INTEREST	1/20/20	1/20/20	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
INTEREST	1/20/20	1/20/20	200,000.00	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	541.67		
INTEREST	1/20/20	1/20/20	60,000.00	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	159.00		
INTEREST	1/20/20	1/20/20	300,000.00	17305EGK5	CCCIT 2018-A1 A1	2.49%	1/20/23	3,735.00		
PAYDOWNS	1/20/20	1/20/20	2,094.84	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	2,094.84		0.00
BUY	1/21/20	1/28/20	110,000.00	06406RAL1	BANK OF NY MELLON CORP	2.10%	10/24/24	(111,087.17)	2.00%	
BUY	1/21/20	1/29/20	100,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/20/24	(99,988.29)	1.86%	
BUY	1/21/20	1/29/20	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	(74,983.64)	2.36%	

CITY OF SANTA FE SPRINGS

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
BUY	1/22/20	2/3/20	35,000.00	00724PAA7	ADOBE INC CORP NOTE	1.70%	2/1/23	(34,952.05)	1.75%	
BUY	1/22/20	2/5/20	125,000.00	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	(124,890.00)	1.80%	
INTEREST	1/23/20	1/23/20	290,000.00	459058GH0	INTL BANK OF RECONSTRUCTION AND DEV NOTE	2.75%	7/23/21	3,987.50		
SELL	1/27/20	1/28/20	300,000.00	857477AS2	STATE STREET CORP NOTES	2.55%	8/18/20	304,630.00	1.80%	235.41
INTEREST	1/31/20	1/31/20	395,000.00	912828V72	US TREASURY NOTES	1.87%	1/31/22	3,703.13		
INTEREST	1/31/20	1/31/20	500,000.00	9128282P4	US TREASURY NOTES	1.87%	7/31/22	4,687.50		
INTEREST	1/31/20	1/31/20	190,000.00	912828P38	US TREASURY NOTES	1.75%	1/31/23	1,662.50		
INTEREST	1/31/20	1/31/20	1,000,000.00	912828P38	US TREASURY NOTES	1.75%	1/31/23	8,750.00		
INTEREST	1/31/20	1/31/20	125,000.00	912828V80	US TREASURY N/B NOTES	2.25%	1/31/24	1,406.25		
INTEREST	2/1/20	2/1/20	155,000.00	05531FAZ6	BRANCH BANKING & TRUST (CALLABLE) NOTES	2.15%	2/1/21	1,666.25		
INTEREST	2/1/20	2/1/20	100,000.00	097023CL7	BOEING CO	2.30%	8/1/21	1,156.39		
INTEREST	2/1/20	2/25/20	71,227.22	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	158.42		
INTEREST	2/1/20	2/25/20	125,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/25/22	240.31		
INTEREST	2/1/20	2/25/20	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/25/22	627.50		
INTEREST	2/1/20	2/25/20	169,942.91	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	334.88		
INTEREST	2/1/20	2/25/20	126,542.47	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	277.02		
INTEREST	2/1/20	2/25/20	117,992.42	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	416.33		
INTEREST	2/1/20	2/25/20	325,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/25/22	637.81		
INTEREST	2/1/20	2/25/20	75,572.43	3137FKK39	FHMS KP05 A	3.20%	7/1/23	201.72		
INTEREST	2/1/20	2/25/20	160,000.00	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/25/22	412.00		
INTEREST	2/1/20	2/25/20	150,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/25/22	288.38		
INTEREST	2/1/20	2/25/20	126,984.05	3136B1XP4	FNA 2018-M5 A2	3.56%	9/25/21	377.48		

CITY OF SANTA FE SPRINGS

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	2/1/20	2/25/20	336.46	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	336.46		0.00
PAYDOWNS	2/1/20	2/25/20	1,070.06	3136B1XP4	FNA 2018-M5 A2	3.56%	9/25/21	1,070.06		0.00
PAYDOWNS	2/1/20	2/25/20	23,463.43	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	23,463.43		0.00
PAYDOWNS	2/1/20	2/25/20	124.48	3137FKK39	FHMS KP05 A	3.20%	7/1/23	124.48		0.00
PAYDOWNS	2/1/20	2/25/20	1,805.51	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	1,805.51		0.00
PAYDOWNS	2/1/20	2/25/20	7,492.35	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	7,492.35		0.00
BUY	2/3/20	2/5/20	350,000.00	912828YM6	UNITED STATES TREASURY NOTES	1.50%	10/31/24	(353,859.98)	1.35%	
SELL	2/3/20	2/5/20	25,000.00	3135G0N82	FNMA NOTES	1.25%	8/17/21	25,075.58	1.44%	(38.45)
SELL	2/3/20	2/5/20	300,000.00	3135G0N82	FNMA NOTES	1.25%	8/17/21	300,907.00	1.44%	(261.97)
SELL	2/4/20	2/5/20	196,006.46	43814UAC3	HAROT 2018-1 A3	2.64%	2/15/22	197,419.45	2.08%	1,138.90
INTEREST	2/5/20	2/5/20	480,000.00	3135G0V34	FANNIE MAE NOTES	2.50%	2/5/24	6,000.00		
INTEREST	2/5/20	2/5/20	100,000.00	44932HAG8	IBM CORP CORP NOTES	2.65%	2/5/21	1,325.00		
INTEREST	2/8/20	2/8/20	65,000.00	438516BT2	HONEYWELL INTERNATIONAL CORPORATE NOTE	2.15%	8/8/22	698.75		
BUY	2/14/20	2/19/20	325,000.00	83369XDL9	SOCIETE GENERALE NY CERT DEPOS	1.80%	2/14/22	(325,000.00)	1.80%	
SELL	2/14/20	2/19/20	300,000.00	17305EGK5	CCCIT 2018-A1 A1	2.49%	1/20/23	302,957.22	2.01%	2,380.95
INTEREST	2/15/20	2/15/20	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	62.33		
INTEREST	2/15/20	2/15/20	78,295.00	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	138.32		
INTEREST	2/15/20	2/15/20	425,000.00	912828B66	US TREASURY NOTES	2.75%	2/15/24	5,843.75		
INTEREST	2/15/20	2/15/20	63,231.62	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	123.83		
INTEREST	2/15/20	2/15/20	85,000.00	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	225.96		
INTEREST	2/15/20	2/15/20	325,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	465.83		
INTEREST	2/15/20	2/15/20	109,971.62	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	160.38		

CITY OF SANTA FE SPRINGS

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	2/15/20	2/15/20	60,000.00	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	138.00		
INTEREST	2/15/20	2/15/20	125,908.49	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	208.80		
INTEREST	2/15/20	2/15/20	145,421.46	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	233.89		
INTEREST	2/15/20	2/15/20	41,422.03	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	62.82		
INTEREST	2/15/20	2/15/20	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
INTEREST	2/15/20	2/15/20	112,562.91	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	157.59		
INTEREST	2/15/20	2/15/20	53,079.48	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	117.66		
INTEREST	2/15/20	2/15/20	6,617.86	44891EAC3	HYUNDAI ABS 2016-B A3	1.29%	4/15/21	7.11		
INTEREST	2/15/20	2/15/20	186,264.92	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	411.33		
INTEREST	2/15/20	2/15/20	75,000.00	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	195.62		
INTEREST	2/15/20	2/15/20	160,000.00	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	404.00		
INTEREST	2/15/20	2/15/20	200,000.00	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	463.33		
INTEREST	2/15/20	2/15/20	100,000.00	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	223.33		
PAYDOWNS	2/15/20	2/15/20	4,925.58	44891EAC3	HYUNDAI ABS 2016-B A3	1.29%	4/15/21	4,925.58		0.00
PAYDOWNS	2/15/20	2/15/20	5,765.75	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	5,765.75		0.00
PAYDOWNS	2/15/20	2/15/20	13,954.32	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	13,954.32		0.00
PAYDOWNS	2/15/20	2/15/20	8,051.51	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	8,051.51		0.00
PAYDOWNS	2/15/20	2/15/20	13,490.28	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	13,490.28		0.00
PAYDOWNS	2/15/20	2/15/20	6,882.88	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	6,882.88		0.00
PAYDOWNS	2/15/20	2/15/20	14,994.46	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	14,994.46		0.00
PAYDOWNS	2/15/20	2/15/20	5,525.60	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	5,525.60		0.00
PAYDOWNS	2/15/20	2/15/20	13,178.23	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	13,178.23		0.00

CITY OF SANTA FE SPRINGS

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	2/15/20	2/15/20	13,083.17	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	13,083.17		0.00
INTEREST	2/16/20	2/16/20	125,000.00	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	314.58		
INTEREST	2/18/20	2/18/20	140,019.78	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	208.86		
PAYDOWNS	2/18/20	2/18/20	15,211.09	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	15,211.09		0.00
INTEREST	2/19/20	2/19/20	200,000.00	459200JF9	IBM CORP NOTES	2.25%	2/19/21	2,250.00		
BUY	2/19/20	2/20/20	100,000.00	912828Z52	UNITED STATES TREASURY NOTES	1.37%	1/31/25	(99,934.93)	1.40%	
BUY	2/19/20	2/20/20	200,000.00	912828H86	US TREASURY NOTES	1.50%	1/31/22	(200,407.03)	1.44%	
INTEREST	2/20/20	2/20/20	57,905.16	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	153.45		
INTEREST	2/20/20	2/20/20	200,000.00	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	541.67		
INTEREST	2/20/20	2/20/20	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
PAYDOWNS	2/20/20	2/20/20	5,120.49	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	5,120.49		0.00
INTEREST	2/26/20	2/26/20	325,000.00	65558TLL7	NORDEA BANK ABP NEW YORK CERT DEPOS	1.85%	8/26/22	3,022.95		
INTEREST	2/26/20	2/26/20	325,000.00	83050PDR7	SKANDINAV ENSKILDA BANK LT CD	1.86%	8/26/22	2,955.33		
INTEREST	2/28/20	2/28/20	325,000.00	254687FK7	WALT DISNEY COMPANY/THE	1.75%	8/30/24	2,717.36		
INTEREST	2/29/20	2/29/20	125,000.00	9128284X5	UNITED STATES TREASURY NOTES	2.75%	8/31/23	1,718.75		
INTEREST	2/29/20	2/29/20	230,000.00	9128284X5	UNITED STATES TREASURY NOTES	2.75%	8/31/23	3,162.50		
INTEREST	2/29/20	2/29/20	200,000.00	9128282S8	US TREASURY NOTES	1.62%	8/31/22	1,625.00		
INTEREST	2/29/20	2/29/20	220,000.00	9128284X5	UNITED STATES TREASURY NOTES	2.75%	8/31/23	3,025.00		
INTEREST	2/29/20	2/29/20	125,000.00	9128282D1	US TREASURY NOTES	1.37%	8/31/23	859.38		
INTEREST	3/1/20	3/1/20	175,000.00	69371RN93	PACCAR FINANCIAL CORP NOTES	2.80%	3/1/21	2,450.00		
INTEREST	3/1/20	3/1/20	75,000.00	437076BV3	HOME DEPOT INC	3.25%	3/1/22	1,218.75		
INTEREST	3/1/20	3/25/20	94,528.99	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	164.80		

CITY OF SANTA FE SPRINGS

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	3/1/20	3/25/20	125,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/25/22	240.31		
INTEREST	3/1/20	3/25/20	169,606.45	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	334.21		
INTEREST	3/1/20	3/25/20	75,447.95	3137FKK39	FHMS KP05 A	3.20%	7/1/23	201.38		
INTEREST	3/1/20	3/25/20	69,421.71	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	154.41		
INTEREST	3/1/20	3/25/20	125,913.99	3136B1XP4	FNA 2018-M5 A2	3.56%	9/25/21	377.99		
INTEREST	3/1/20	3/25/20	150,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/25/22	288.38		
INTEREST	3/1/20	3/25/20	160,000.00	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/25/22	412.00		
INTEREST	3/1/20	3/25/20	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/25/22	627.50		
INTEREST	3/1/20	3/25/20	325,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/25/22	637.81		
INTEREST	3/1/20	3/25/20	119,050.12	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	226.20		
PAYDOWNS	3/1/20	3/25/20	192.40	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	192.40		0.00
PAYDOWNS	3/1/20	3/25/20	136.00	3137FKK39	FHMS KP05 A	3.20%	7/1/23	136.00		0.00
PAYDOWNS	3/1/20	3/25/20	374.73	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	374.73		0.00
PAYDOWNS	3/1/20	3/25/20	2,076.89	3136B1XP4	FNA 2018-M5 A2	3.56%	9/25/21	2,076.89		0.00
PAYDOWNS	3/1/20	3/25/20	259.12	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	259.12		0.00
PAYDOWNS	3/1/20	3/25/20	2,031.34	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	2,031.34		0.00
BUY	3/2/20	3/4/20	775,000.00	912828ZC7	UNITED STATES TREASURY NOTES	1.12%	2/28/25	(785,932.66)	0.84%	
SELL	3/2/20	3/4/20	300,000.00	45950VLQ7	INTERNATIONAL FINANCE CORPORATION NOTE	2.63%	3/9/21	308,432.71	1.11%	4,668.87
SELL	3/2/20	3/4/20	380,000.00	4581X0DB1	INTER-AMERICAN DEVELOPMENT BANK NOTE	2.62%	4/19/21	390,599.63	1.01%	7,180.24
INTEREST	3/3/20	3/3/20	55,000.00	05531FBD4	BRANCH BANKING & TRUST CORP NOTES	3.20%	9/3/21	880.00		
CALL	3/6/20	3/6/20	200,000.00	459200JF9	IBM CORP NOTES	2.25%	2/19/21	201,797.59	1.41%	0.00
INTEREST	3/6/20	3/6/20	95,000.00	14913Q3A5	CATERPILLAR FINANCIAL SERVICES CORP NOTE	1.90%	9/6/22	902.50		

CITY OF SANTA FE SPRINGS

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	3/7/20	3/7/20	130,000.00	24422EUX5	JOHN DEERE CAPITAL CORP CORP NOTES	2.60%	3/7/24	1,690.00		
INTEREST	3/7/20	3/7/20	250,000.00	58933YAU9	MERCK & CO INC	2.90%	3/7/24	3,625.00		
INTEREST	3/9/20	3/9/20	310,000.00	02665WBG5	AMERICAN HONDA FINANCE CORP NOTES	1.70%	9/9/21	2,635.00		
INTEREST	3/12/20	3/12/20	100,000.00	882508AY0	TEXAS INSTRUMENTS INC (CALLABLE) NOTE	2.75%	3/12/21	1,375.00		
BUY	3/12/20	3/18/20	200,000.00	912828Z29	UNITED STATES TREASURY NOTES	1.50%	1/15/23	(205,612.98)	0.59%	
INTEREST	3/14/20	3/14/20	75,000.00	88579YBA8	3M COMPANY	3.00%	9/14/21	1,125.00		
INTEREST	3/15/20	3/15/20	250,000.00	88579YAX9	3M COMPANY CORP NOTES	2.25%	3/15/23	2,812.50		
INTEREST	3/15/20	3/15/20	300,000.00	717081EN9	PFIZER INC CORP NOTES	3.20%	9/15/23	4,800.00		
INTEREST	3/15/20	3/15/20	71,412.11	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	126.16		
INTEREST	3/15/20	3/15/20	100,000.00	14913Q2G3	CATERPILLAR FINANCIAL SERVICES CORP NOTE	2.90%	3/15/21	1,450.00		
INTEREST	3/15/20	3/15/20	325,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	465.83		
INTEREST	3/15/20	3/15/20	57,706.02	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	113.01		
INTEREST	3/15/20	3/15/20	132,243.23	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	212.69		
INTEREST	3/15/20	3/15/20	100,000.00	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	223.33		
INTEREST	3/15/20	3/15/20	60,000.00	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	138.00		
INTEREST	3/15/20	3/15/20	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.87		
INTEREST	3/15/20	3/15/20	185,000.00	717081EM1	PFIZER INC CORP NOTE	3.00%	9/15/21	2,775.00		
INTEREST	3/15/20	3/15/20	171,270.45	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	378.22		
INTEREST	3/15/20	3/15/20	47,313.73	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	104.88		
INTEREST	3/15/20	3/15/20	85,000.00	34531LAD2	FORDL 2018-B A3	3.19%	12/15/21	225.96		
INTEREST	3/15/20	3/15/20	96,017.30	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	140.03		
INTEREST	3/15/20	3/15/20	75,000.00	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	195.62		

CITY OF SANTA FE SPRINGS

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	3/15/20	3/15/20	200,000.00	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	463.33		
INTEREST	3/15/20	3/15/20	300,000.00	91159HHC7	US BANCORP (CALLABLE) NOTE	3.00%	3/15/22	4,500.00		
INTEREST	3/15/20	3/15/20	160,000.00	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	404.00		
INTEREST	3/15/20	3/15/20	1,692.28	44891EAC3	HYUNDAI ABS 2016-B A3	1.29%	4/15/21	1.82		
INTEREST	3/15/20	3/15/20	33,370.52	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	50.61		
INTEREST	3/15/20	3/15/20	99,072.63	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	138.70		
INTEREST	3/15/20	3/15/20	125,000.00	63743HER9	NATIONAL RURAL UTIL COOP NOTE	2.90%	3/15/21	1,812.50		
INTEREST	3/15/20	3/15/20	112,825.32	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	187.10		
INTEREST	3/15/20	3/15/20	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
PAYDOWNS	3/15/20	3/15/20	12,050.04	89238KAD4	TAOT 2017-D A3	1.93%	1/15/22	12,050.04		0.00
PAYDOWNS	3/15/20	3/15/20	12,438.06	43811BAC8	HONDA ABS 2017-2 A3	1.68%	8/15/21	12,438.06		0.00
PAYDOWNS	3/15/20	3/15/20	6,000.19	65478HAD0	NAROT 2017-C A3	2.12%	4/15/22	6,000.19		0.00
PAYDOWNS	3/15/20	3/15/20	13,138.75	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	13,138.75		0.00
PAYDOWNS	3/15/20	3/15/20	12,311.23	02007YAC8	ALLYA 2017-5 A3	1.99%	3/15/22	12,311.23		0.00
PAYDOWNS	3/15/20	3/15/20	5,193.67	02007MAE0	ALLYA 2018-1 A3	2.35%	6/15/22	5,193.67		0.00
PAYDOWNS	3/15/20	3/15/20	6,129.56	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	6,129.56		0.00
PAYDOWNS	3/15/20	3/15/20	13,225.39	65478DAD9	NAROT 2018-A A3	2.65%	5/15/22	13,225.39		0.00
PAYDOWNS	3/15/20	3/15/20	1,692.30	44891EAC3	HYUNDAI ABS 2016-B A3	1.29%	4/15/21	1,692.30		0.00
PAYDOWNS	3/15/20	3/15/20	3,863.88	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	3,863.88		0.00
INTEREST	3/16/20	3/16/20	125,000.00	05531FBJ1	BB&T CORPORATION	2.20%	3/16/23	1,375.00		
INTEREST	3/16/20	3/16/20	125,000.00	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	314.58		
INTEREST	3/16/20	3/16/20	125,000.00	36962G4R2	GENERAL ELECTRIC CAPITAL CORP CORP NOTE	4.37%	9/16/20	2,734.38		

CITY OF SANTA FE SPRINGS

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	3/18/20	3/18/20	124,808.69	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	186.17		
PAYDOWNS	3/18/20	3/18/20	14,675.83	43814PAC4	HAROT 2017-3 A3	1.79%	9/18/21	14,675.83		0.00
INTEREST	3/20/20	3/20/20	200,000.00	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	541.67		
INTEREST	3/20/20	3/20/20	52,784.67	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	139.88		
INTEREST	3/20/20	3/20/20	100,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/20/24	262.08		
INTEREST	3/20/20	3/20/20	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
PAYDOWNS	3/20/20	3/20/20	6,630.03	36256GAD1	GMALT 2018-3 A3	3.18%	6/20/21	6,630.03		0.00
INTEREST	3/22/20	3/22/20	260,000.00	904764AZ0	UNILEVER CAPITAL CORP NOTES	2.75%	3/22/21	3,575.00		
INTEREST	3/31/20	3/31/20	500,000.00	912828YH7	UNITED STATES TREASURY NOTES	1.50%	9/30/24	3,750.00		
INTEREST	3/31/20	3/31/20	650,000.00	912828W71	US TREASURY N/B	2.12%	3/31/24	6,906.25		
INTEREST	3/31/20	3/31/20	400,000.00	9128285D8	US TREASURY NOTES	2.87%	9/30/23	5,750.00		
INTEREST	3/31/20	3/31/20	270,000.00	912828W89	US TREASURY NOTES	1.87%	3/31/22	2,531.25		
INTEREST	3/31/20	3/31/20	625,000.00	912828L57	US TREASURY NOTES	1.75%	9/30/22	5,468.75		
INTEREST	3/31/20	3/31/20	150,000.00	9128285D8	US TREASURY NOTES	2.87%	9/30/23	2,156.25		
INTEREST	3/31/20	3/31/20	250,000.00	912828W89	US TREASURY NOTES	1.87%	3/31/22	2,343.75		
TOTALS								(4,280.80)		15,331.48

Portfolio Holdings

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	395,000.00	AA+	Aaa	12/11/2019	12/12/2019	396,697.27	1.67	1,241.16	396,462.04	406,232.81
US TREASURY NOTES DTD 02/02/2015 1.500% 01/31/2022	912828H86	200,000.00	AA+	Aaa	2/19/2020	2/20/2020	200,242.19	1.44	502.75	200,228.42	204,343.76
US TREASURY NOTES DTD 03/31/2017 1.875% 03/31/2022	912828W89	250,000.00	AA+	Aaa	12/7/2017	12/8/2017	247,734.38	2.10	12.81	248,926.25	257,851.55
US TREASURY NOTES DTD 03/31/2017 1.875% 03/31/2022	912828W89	270,000.00	AA+	Aaa	12/1/2017	12/5/2017	267,816.80	2.07	13.83	268,967.59	278,479.67
US TREASURY N/B NOTES DTD 06/30/2015 2.125% 06/30/2022	912828XG0	600,000.00	AA+	Aaa	5/21/2018	5/22/2018	583,335.94	2.85	3,222.53	590,652.15	624,000.00
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	500,000.00	AA+	Aaa	11/1/2017	11/3/2017	497,207.03	2.00	1,571.09	498,596.54	518,125.00
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	200,000.00	AA+	Aaa	10/3/2019	10/4/2019	201,539.06	1.35	282.61	201,282.53	206,218.76
US TREASURY NOTES DTD 09/30/2015 1.750% 09/30/2022	912828L57	625,000.00	AA+	Aaa	1/2/2018	1/3/2018	611,596.68	2.23	29.88	617,765.83	646,875.00
UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	200,000.00	AA+	Aaa	3/12/2020	3/18/2020	205,093.75	0.59	634.62	205,025.01	206,718.76
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	190,000.00	AA+	Aaa	1/2/2020	1/6/2020	190,779.30	1.61	557.21	190,721.44	197,540.63
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,000,000.00	AA+	Aaa	6/4/2018	6/6/2018	956,171.88	2.76	2,932.69	972,667.23	1,039,687.50
US TREASURY NOTES DTD 05/15/2013 1.750% 05/15/2023	912828VB3	225,000.00	AA+	Aaa	8/2/2019	8/5/2019	225,465.82	1.69	1,492.79	225,388.65	234,703.13
US TREASURY N/B NOTES DTD 07/02/2018 2.625% 06/30/2023	9128284U1	500,000.00	AA+	Aaa	7/3/2018	7/6/2018	496,816.41	2.76	3,317.31	497,878.08	536,640.60
US TREASURY NOTES DTD 08/31/2016 1.375% 08/31/2023	9128282D1	125,000.00	AA+	Aaa	6/28/2019	6/28/2019	123,095.70	1.75	149.46	123,433.41	129,277.35
UNITED STATES TREASURY NOTES DTD 08/31/2018 2.750% 08/31/2023	9128284X5	125,000.00	AA+	Aaa	9/5/2018	9/7/2018	124,887.70	2.77	298.91	124,921.72	135,195.31

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
UNITED STATES TREASURY NOTES DTD 08/31/2018 2.750% 08/31/2023	9128284X5	220,000.00	AA+	Aaa	9/20/2018	9/21/2018	217,989.06	2.95	526.09	218,582.22	237,943.75
UNITED STATES TREASURY NOTES DTD 08/31/2018 2.750% 08/31/2023	9128284X5	230,000.00	AA+	Aaa	9/12/2018	9/14/2018	228,867.97	2.86	550.00	229,205.53	248,759.38
US TREASURY NOTES DTD 10/01/2018 2.875% 09/30/2023	9128285D8	400,000.00	AA+	Aaa	10/31/2018	10/31/2018	398,046.88	2.98	31.42	398,585.72	435,125.00
US TREASURY NOTES DTD 10/01/2018 2.875% 09/30/2023	9128285D8	150,000.00	AA+	Aaa	11/2/2018	11/6/2018	148,863.28	3.04	11.78	149,173.36	163,171.88
US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023	912828U57	550,000.00	AA+	Aaa	12/10/2018	12/11/2018	534,359.38	2.74	3,927.77	538,270.33	585,062.50
US TREASURY N/B DTD 12/31/2018 2.625% 12/31/2023	9128285U0	1,600,000.00	AA+	Aaa	1/29/2019	1/31/2019	1,605,500.00	2.55	10,615.38	1,604,268.85	1,735,000.00
US TREASURY NOTES DTD 01/03/2017 2.250% 12/31/2023	912828V23	1,050,000.00	AA+	Aaa	1/30/2019	1/31/2019	1,034,906.25	2.56	5,971.15	1,038,332.35	1,123,664.01
US TREASURY N/B NOTES DTD 01/31/2017 2.250% 01/31/2024	912828V80	125,000.00	AA+	Aaa	2/7/2019	2/11/2019	123,720.70	2.47	471.33	124,000.38	133,945.31
US TREASURY NOTES DTD 02/15/2014 2.750% 02/15/2024	912828B66	425,000.00	AA+	Aaa	3/1/2019	3/6/2019	428,303.71	2.58	1,476.99	427,624.21	463,582.01
US TREASURY N/B DTD 03/31/2017 2.125% 03/31/2024	912828W71	650,000.00	AA+	Aaa	4/1/2019	4/3/2019	644,337.89	2.31	37.74	645,415.32	695,398.47
US TREASURY N/B NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	300,000.00	AA+	Aaa	5/1/2019	5/3/2019	296,167.97	2.27	2,521.98	296,836.83	319,546.86
US TREASURY N/B NOTES DTD 05/31/2017 2.000% 05/31/2024	912828XT2	1,225,000.00	AA+	Aaa	6/3/2019	6/5/2019	1,231,316.41	1.89	8,233.61	1,230,315.68	1,307,304.69
UNITED STATES TREASURY NOTES DTD 07/01/2019 1.750% 06/30/2024	9128286Z8	450,000.00	AA+	Aaa	7/1/2019	7/3/2019	448,980.47	1.80	1,990.38	449,127.18	476,015.63
UNITED STATES TREASURY NOTES DTD 07/01/2019 1.750% 06/30/2024	9128286Z8	275,000.00	AA+	Aaa	12/11/2019	12/12/2019	275,708.98	1.69	1,216.35	275,664.05	290,898.44
UNITED STATES TREASURY NOTES DTD 09/30/2019 1.500% 09/30/2024	912828YH7	500,000.00	AA+	Aaa	10/31/2019	11/4/2019	499,472.66	1.52	20.49	499,516.98	524,843.75

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
UNITED STATES TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	575,000.00	AA+	Aaa	12/2/2019	12/4/2019	569,856.45	1.69	3,625.34	570,188.37	604,289.06
UNITED STATES TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	350,000.00	AA+	Aaa	2/3/2020	2/5/2020	352,460.94	1.35	2,206.73	352,384.72	367,828.13
UNITED STATES TREASURY NOTES DTD 01/31/2020 1.375% 01/31/2025	912828Z52	100,000.00	AA+	Aaa	2/19/2020	2/20/2020	99,859.38	1.40	230.43	99,862.53	104,718.75
UNITED STATES TREASURY NOTES DTD 03/02/2020 1.125% 02/28/2025	912828ZC7	775,000.00	AA+	Aaa	3/2/2020	3/4/2020	785,837.89	0.84	758.15	785,675.73	803,699.18
Security Type Sub-Total		15,355,000.00					15,253,036.18	2.18	60,682.76	15,295,947.23	16,242,686.63
Supra-National Agency Bond / Note											
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	290,000.00	AAA	Aaa	7/18/2018	7/25/2018	289,321.40	2.83	1,506.39	289,695.89	298,452.63
Security Type Sub-Total		290,000.00					289,321.40	2.83	1,506.39	289,695.89	298,452.63
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/25/2021	3136B1XP4	123,837.10	AA+	Aaa	4/11/2018	4/30/2018	126,300.32	2.27	367.38	124,843.34	124,669.72
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/25/2022	3137AVXN2	325,000.00	AA+	Aaa	8/14/2019	8/19/2019	328,960.94	1.44	637.81	328,126.28	331,444.59
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/25/2022	3137AWQH1	150,000.00	AA+	Aaa	9/6/2019	9/11/2019	151,746.09	1.45	288.38	151,407.73	152,954.31
FNA 2013-M1 A2 DTD 01/01/2013 2.365% 08/25/2022	3136ABPW7	169,231.73	AA+	Aaa	9/10/2019	9/13/2019	170,534.01	1.76	333.48	170,270.84	172,864.39
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/25/2022	3137AWQH1	125,000.00	AA+	Aaa	9/4/2019	9/9/2019	126,845.70	1.25	240.31	126,490.22	127,461.93
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/25/2022	3137BM6P6	160,000.00	AA+	Aaa	4/4/2018	4/9/2018	161,362.50	2.61	412.00	160,635.17	164,569.38

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Collateralized Mortgage Obligation											
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/25/2022	3137B1BS0	300,000.00	AA+	Aaa	8/12/2019	8/15/2019	305,531.25	1.32	627.50	304,481.90	308,019.48
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022	3136AEGQ4	118,791.00	AA+	Aaa	9/4/2019	9/9/2019	120,347.28	1.42	225.70	120,074.37	121,653.74
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2013 2.669% 02/25/2023	3137B5JL8	67,390.38	AA+	Aaa	6/13/2018	6/18/2018	67,045.52	2.81	149.89	67,126.23	68,425.86
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	75,311.95	AA+	Aaa	12/7/2018	12/17/2018	75,311.72	3.11	201.02	75,311.72	77,714.40
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FQ3V3	94,336.59	AA+	Aaa	11/20/2019	11/26/2019	94,334.31	2.03	164.46	94,334.33	96,430.14
Security Type Sub-Total		1,708,898.75					1,728,319.64	1.77	3,647.93	1,723,102.13	1,746,207.94
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022	3135G0T45	400,000.00	AA+	Aaa	4/6/2017	4/10/2017	398,204.00	1.97	3,666.67	399,254.22	411,094.80
FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023	3130A0F70	305,000.00	AA+	Aaa	1/30/2019	1/31/2019	313,989.54	2.72	3,231.09	311,938.94	336,706.58
FANNIE MAE NOTES DTD 02/08/2019 2.500% 02/05/2024	3135G0V34	480,000.00	AA+	Aaa	2/7/2019	2/8/2019	478,214.40	2.58	1,866.67	478,604.55	515,867.04
Security Type Sub-Total		1,185,000.00					1,190,407.94	2.42	8,764.43	1,189,797.71	1,263,668.42
Corporate Note											
HOME DEPOT INC CORP NOTES DTD 06/05/2017 1.800% 06/05/2020	437076BQ4	100,000.00	A	A2	5/24/2017	6/5/2017	99,942.00	1.82	580.00	99,996.49	99,971.50
JOHN DEERE CAPITAL CORP NOTES DTD 06/22/2017 1.950% 06/22/2020	24422ETS8	120,000.00	A	A2	6/19/2017	6/22/2017	119,926.80	1.97	643.50	119,994.37	119,896.92
GENERAL ELECTRIC CAPITAL CORP CORP NOTE DTD 09/16/2010 4.375% 09/16/2020	36962G4R2	125,000.00	BBB+	Baa1	8/30/2017	8/31/2017	134,350.00	1.84	227.86	126,441.96	125,054.38

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
THE PROCTER & GAMBLE CO CORP NOTES DTD 10/25/2017 1.900% 10/23/2020	742718FA2	85,000.00	AA-	Aa3	10/23/2017	10/25/2017	84,869.95	1.95	708.81	84,975.05	85,047.69
JOHNSON & JOHNSON CORP NOTE DTD 11/10/2017 1.950% 11/10/2020	478160CH5	65,000.00	AAA	Aaa	11/8/2017	11/10/2017	64,930.45	1.99	496.44	64,985.57	65,018.72
PACCAR FINANCIAL CORP NOTES DTD 11/13/2017 2.050% 11/13/2020	69371RN85	85,000.00	A+	A1	11/6/2017	11/13/2017	84,992.35	2.05	667.96	84,998.39	85,322.49
VISA INC (CALLABLE) CORP NOTES DTD 12/14/2015 2.200% 12/14/2020	92826CAB8	150,000.00	AA-	Aa3	8/25/2017	8/30/2017	151,650.00	1.85	980.83	150,326.86	150,810.00
WAL-MART STORES INC CORP NOTE DTD 10/20/2017 1.900% 12/15/2020	931142EA7	310,000.00	AA	Aa2	10/11/2017	10/20/2017	309,550.50	1.95	1,734.28	309,896.40	310,965.34
BRANCH BANKING & TRUST (CALLABLE) NOTES DTD 10/26/2017 2.150% 02/01/2021	05531FAZ6	155,000.00	A-	A3	10/23/2017	10/26/2017	154,928.70	2.17	555.42	154,980.75	154,812.45
IBM CORP CORP NOTES DTD 02/06/2018 2.650% 02/05/2021	44932HAG8	100,000.00	A	A2	2/1/2018	2/6/2018	99,951.00	2.67	412.22	99,985.80	100,349.40
PACCAR FINANCIAL CORP NOTES DTD 02/27/2018 2.800% 03/01/2021	69371RN93	175,000.00	A+	A1	2/22/2018	2/27/2018	174,914.25	2.82	408.33	174,973.02	175,948.15
TEXAS INSTRUMENTS INC (CALLABLE) NOTE DTD 03/12/2014 2.750% 03/12/2021	882508AY0	100,000.00	A+	A1	4/27/2017	5/4/2017	102,279.00	2.13	145.14	100,538.91	100,527.30
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 03/15/2018 2.900% 03/15/2021	14913Q2G3	100,000.00	A	A3	3/12/2018	3/15/2018	99,946.00	2.92	128.89	99,982.29	100,447.40
NATIONAL RURAL UTIL COOP NOTE DTD 02/26/2018 2.900% 03/15/2021	63743HER9	125,000.00	A	A2	2/21/2018	2/26/2018	124,861.25	2.94	161.11	124,954.85	125,160.75
UNILEVER CAPITAL CORP NOTES DTD 03/22/2018 2.750% 03/22/2021	904764AZ0	260,000.00	A+	A1	3/19/2018	3/22/2018	258,671.40	2.93	178.75	259,555.51	263,194.62
UNITED PARCEL SERVICE CORPORATE BOND DTD 11/14/2017 2.050% 04/01/2021	911312BP0	175,000.00	A	A2	11/9/2017	11/14/2017	174,723.50	2.10	1,793.75	174,915.65	174,749.75

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021	89236TEU5	180,000.00	AA-	A1	4/10/2018	4/13/2018	179,928.00	2.96	2,478.00	179,974.49	180,624.78
BANK OF AMERICA CORP NOTE DTD 04/19/2016 2.625% 04/19/2021	06051GFW4	200,000.00	A-	A2	6/8/2017	6/13/2017	201,422.00	2.43	2,362.50	200,401.86	201,252.60
MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	200,000.00	BBB+	A3	6/8/2017	6/13/2017	200,510.00	2.43	2,222.22	200,145.22	200,500.60
MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	100,000.00	BBB+	A3	2/13/2018	2/15/2018	98,320.00	3.06	1,111.11	99,425.81	100,250.30
HERSHEY COMPANY CORP NOTES DTD 05/10/2018 3.100% 05/15/2021	427866BA5	125,000.00	A	A1	5/3/2018	5/10/2018	124,913.75	3.12	1,463.89	124,966.81	125,569.63
AMERICAN EXPRESS CO DTD 05/17/2018 3.375% 05/17/2021	025816BU2	200,000.00	BBB+	A3	5/14/2018	5/17/2018	199,966.00	3.38	2,512.50	199,986.82	202,289.60
CHARLES SCHWAB CORP NOTES DTD 05/22/2018 3.250% 05/21/2021	808513AW5	190,000.00	A	A2	5/17/2018	5/22/2018	189,994.30	3.25	2,229.86	189,997.72	190,479.56
BOEING CO DTD 07/31/2019 2.300% 08/01/2021	097023CL7	100,000.00	BBB	Baa1	7/29/2019	7/31/2019	99,996.00	2.30	383.33	99,997.34	96,728.60
BRANCH BANKING & TRUST CORP NOTES DTD 06/05/2018 3.200% 09/03/2021	05531FBD4	55,000.00	A-	A3	5/31/2018	6/5/2018	54,934.55	3.24	136.89	54,969.69	55,324.34
AMERICAN HONDA FINANCE CORP NOTES DTD 09/09/2016 1.700% 09/09/2021	02665WBG5	310,000.00	A	A3	9/9/2016	9/14/2016	307,882.70	1.84	322.06	309,369.18	304,872.60
3M COMPANY DTD 09/14/2018 3.000% 09/14/2021	88579YBA8	75,000.00	A+	A1	9/11/2018	9/14/2018	74,846.25	3.07	106.25	74,923.81	76,724.40
PFIZER INC CORP NOTE DTD 09/07/2018 3.000% 09/15/2021	717081EM1	185,000.00	AA-	A1	9/4/2018	9/7/2018	184,750.25	3.05	246.67	184,876.45	187,942.24
BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	65,000.00	A-	A2	9/13/2017	9/18/2017	65,000.00	2.33	756.60	65,000.00	64,303.85
JOHN DEERE CAPITAL CORP NOTES DTD 01/06/2017 2.650% 01/06/2022	24422ETL3	100,000.00	A	A2	3/10/2017	3/15/2017	99,559.00	2.75	625.69	99,832.36	99,971.20

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022	63743HET5	125,000.00	A	A2	1/22/2020	2/5/2020	124,890.00	1.80	340.28	124,898.52	125,283.38
HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022	437076BV3	75,000.00	A	A2	11/27/2018	12/6/2018	74,794.50	3.34	203.13	74,874.16	77,479.58
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	300,000.00	A+	A1	6/8/2017	6/13/2017	309,087.00	2.32	400.00	303,763.19	306,767.70
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	305,000.00	BBB+	A3	6/8/2017	6/13/2017	308,412.95	2.75	3,939.58	305,980.20	305,756.40
BOEING CO CORP NOTE DTD 05/02/2019 2.700% 05/01/2022	097023CG8	50,000.00	BBB	Baa1	4/30/2019	5/2/2019	49,911.50	2.76	562.50	49,937.71	47,464.05
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	100,000.00	A+	A1	5/3/2019	5/10/2019	99,946.00	2.67	1,037.92	99,961.61	97,836.70
UNITED PARCEL SERVICE (CALLABLE) NOTES DTD 05/16/2017 2.350% 05/16/2022	911312BC9	310,000.00	A	A2	6/8/2017	6/13/2017	312,979.10	2.14	2,731.88	311,296.06	313,910.03
AMERICAN EXPRESS CO DTD 05/20/2019 2.750% 05/20/2022	025816CD9	125,000.00	BBB+	A3	5/15/2019	5/20/2019	124,850.00	2.79	1,250.87	124,891.96	126,376.00
JOHN DEERE CAPITAL CORP CORP NOTES DTD 09/12/2019 1.950% 06/13/2022	24422EVA4	60,000.00	A	A2	9/9/2019	9/12/2019	59,922.60	2.00	351.00	59,937.24	59,144.70
HONEYWELL INTERNATIONAL CORPORATE NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	65,000.00	A	A2	7/30/2019	8/8/2019	64,934.35	2.19	205.74	64,948.17	65,552.76
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	14913Q3A5	95,000.00	A	A3	9/3/2019	9/6/2019	94,867.95	1.95	125.35	94,892.44	93,615.76
CITIGROUP INC CORP NOTES DTD 10/27/2017 2.700% 10/27/2022	172967LQ2	275,000.00	BBB+	A3	12/31/2018	12/31/2018	265,102.75	3.72	3,176.25	268,194.26	276,706.38

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	14913Q3C1	75,000.00	A	A3	1/9/2020	1/13/2020	74,965.50	1.97	316.88	74,967.65	74,634.30
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	35,000.00	A	A2	1/22/2020	2/3/2020	34,952.05	1.75	95.86	34,954.57	35,406.74
3M COMPANY CORP NOTES DTD 10/02/2017 2.250% 03/15/2023	88579YAX9	250,000.00	A+	A1	1/14/2019	1/16/2019	241,772.50	3.10	250.00	244,056.65	251,801.50
BB&T CORPORATION DTD 09/16/2019 2.200% 03/16/2023	05531FBJ1	125,000.00	A-	A3	9/9/2019	9/16/2019	124,907.50	2.22	114.58	124,921.36	125,472.13
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	200,000.00	A-	A2	3/15/2019	3/22/2019	200,000.00	3.21	3,207.00	200,000.00	203,166.20
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	300,000.00	A	A2	1/11/2019	1/15/2019	302,661.00	3.15	3,825.00	301,959.26	313,723.80
BANK OF NY MELLON CORP NOTES DTD 05/16/2017 2.661% 05/16/2023	06406RAC1	150,000.00	A	A1	1/11/2019	1/15/2019	147,006.00	3.16	1,496.81	147,804.76	152,060.55
PFIZER INC CORP NOTES DTD 09/07/2018 3.200% 09/15/2023	717081EN9	300,000.00	AA-	A1	1/11/2019	1/15/2019	301,983.00	3.05	426.67	301,500.89	313,705.50
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 01/08/2019 3.350% 01/08/2024	89236TFS9	150,000.00	AA-	A1	1/11/2019	1/15/2019	149,883.00	3.37	1,158.54	149,910.31	155,144.70
MERCK & CO INC DTD 03/07/2019 2.900% 03/07/2024	58933YAU9	250,000.00	AA-	A1	3/13/2019	3/15/2019	251,002.50	2.81	483.33	250,804.33	260,112.00
JOHN DEERE CAPITAL CORP CORP NOTES DTD 06/07/2019 2.600% 03/07/2024	24422EUX5	130,000.00	A	A2	6/4/2019	6/7/2019	129,777.70	2.64	225.33	129,811.69	134,687.67
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.750% 08/30/2024	254687FK7	325,000.00	A	A2	9/3/2019	9/6/2019	323,674.00	1.84	489.76	323,818.51	327,382.90
BANK OF NY MELLON CORP DTD 10/24/2019 2.100% 10/24/2024	06406RAL1	110,000.00	A	A1	1/21/2020	1/28/2020	110,484.00	2.00	1,007.42	110,467.92	109,736.77
Security Type Sub-Total		8,600,000.00					8,605,277.40	2.60	54,202.54	8,593,922.85	8,677,039.36

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
BANK OF NOVA SCOTIA HOUSTON CD DTD 06/07/2018 3.080% 06/05/2020	06417GU22	300,000.00	A-1	P-1	6/5/2018	6/7/2018	299,886.00	3.10	2,977.33	299,989.57	301,077.00
BANK OF MONTREAL CHICAGO CERT DEPOS DTD 08/03/2018 3.190% 08/03/2020	06370REU9	300,000.00	A-1	P-1	8/1/2018	8/3/2018	300,000.00	3.23	6,380.00	300,000.00	302,352.90
SWEDBANK (NEW YORK) CERT DEPOS DTD 11/17/2017 2.270% 11/16/2020	87019U6D6	300,000.00	A-1	P-1	11/16/2017	11/17/2017	300,000.00	2.30	2,553.75	300,000.00	302,055.90
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	325,000.00	A	A1	2/14/2020	2/19/2020	325,000.00	1.80	682.50	325,000.00	315,939.00
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/01/2022	22535CDV0	320,000.00	A+	Aa3	4/3/2019	4/4/2019	320,000.00	2.86	9,081.16	320,000.00	326,205.12
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	325,000.00	A+	Aa2	8/29/2019	9/3/2019	325,000.00	1.88	587.71	325,000.00	330,281.25
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	325,000.00	AA-	Aa3	8/27/2019	8/29/2019	325,000.00	1.87	584.55	325,000.00	330,204.23
DNB BANK ASA/NY LT CD DTD 12/04/2019 2.040% 12/02/2022	23341VZT1	325,000.00	AA-	Aa2	12/4/2019	12/6/2019	325,000.00	2.04	2,154.75	325,000.00	332,509.45
Security Type Sub-Total		2,520,000.00					2,519,886.00	2.37	25,001.75	2,519,989.57	2,540,624.85
Asset-Backed Security											
GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	46,154.64	AAA	Aaa	9/18/2018	9/26/2018	46,150.99	3.19	44.85	46,152.94	46,174.68
HONDA ABS 2017-2 A3 DTD 06/27/2017 1.680% 08/15/2021	43811BAC8	86,634.57	AAA	Aaa	6/20/2017	6/27/2017	86,627.08	1.68	64.69	86,631.95	86,425.49
HAROT 2017-3 A3 DTD 09/29/2017 1.790% 09/18/2021	43814PAC4	110,132.86	AAA	NR	9/25/2017	9/29/2017	110,120.93	1.94	71.19	110,128.25	109,240.70

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
JOHN DEERE ABS 2017-B A3 DTD 07/15/2017 1.820% 10/15/2021	47788BAD6	27,240.96	NR	Aaa	7/11/2017	7/18/2017	27,238.97	1.82	22.03	27,240.13	27,201.15
FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	85,000.00	NR	Aaa	9/18/2018	9/21/2018	84,992.82	3.41	120.51	84,996.10	85,040.21
ALLY ABS 2017-4 A3 DTD 08/23/2017 1.750% 12/15/2021	02007FAC9	82,878.55	AAA	NR	8/15/2017	8/23/2017	82,877.48	1.75	64.46	82,878.12	82,602.08
TAOT 2017-D A3 DTD 11/15/2017 1.930% 01/15/2022	89238KAD4	120,193.19	AAA	Aaa	11/7/2017	11/15/2017	120,182.11	2.26	103.10	120,188.27	120,031.71
NALT 2019-A A3 DTD 04/15/2019 2.760% 03/15/2022	65479PAD1	60,000.00	AAA	Aaa	4/9/2019	4/15/2019	59,995.64	2.89	73.60	59,997.03	60,081.67
ALLYA 2017-5 A3 DTD 11/22/2017 1.990% 03/15/2022	02007YAC8	100,514.09	AAA	Aaa	11/14/2017	11/22/2017	100,506.29	1.99	88.90	100,510.44	99,346.67
NAROT 2017-C A3 DTD 12/13/2017 2.120% 04/15/2022	65478HAD0	65,411.93	NR	Aaa	12/6/2017	12/13/2017	65,400.86	2.13	61.63	65,408.79	65,376.29
JDOT 2018-A A3 DTD 02/28/2018 2.660% 04/15/2022	47788CAC6	43,449.85	NR	Aaa	2/21/2018	2/28/2018	43,446.72	2.66	51.37	43,448.15	43,388.96
NAROT 2018-A A3 DTD 02/28/2018 2.650% 05/15/2022	65478DAD9	158,045.07	AAA	Aaa	2/21/2018	2/28/2018	158,027.01	2.66	186.14	158,035.69	158,447.09
ALLYA 2018-1 A3 DTD 01/31/2018 2.350% 06/15/2022	02007MAE0	52,512.35	AAA	NR	1/23/2018	1/31/2018	52,506.28	2.32	54.85	52,509.19	52,552.87
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	160,000.00	AAA	Aaa	7/17/2018	7/25/2018	159,993.86	3.03	215.47	159,996.14	158,543.23
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	200,000.00	AAA	Aaa	11/15/2018	11/21/2018	199,991.60	3.25	198.61	199,994.11	201,987.80
GMCAR 2018-3 A3 DTD 07/18/2018 3.020% 05/16/2023	36255JAD6	125,000.00	AAA	NR	7/11/2018	7/18/2018	124,970.85	3.03	157.29	124,980.79	126,347.50
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	75,000.00	AAA	NR	7/18/2018	7/25/2018	74,989.78	3.36	104.33	74,993.18	75,706.18
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	200,000.00	NR	Aaa	3/19/2019	3/22/2019	199,966.34	2.79	247.11	199,973.74	200,578.82

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	100,000.00	AAA	NR	4/9/2019	4/17/2019	99,989.78	2.90	119.11	99,991.70	100,740.75
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	175,000.00	AAA	NR	10/1/2019	10/8/2019	174,986.51	1.94	103.74	174,988.02	173,190.50
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/20/2024	92348TAA2	100,000.00	AAA	Aaa	1/21/2020	1/29/2020	99,988.29	1.86	56.53	99,988.89	94,394.29
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	325,000.00	AAA	NR	8/28/2019	9/5/2019	324,918.17	1.73	248.44	324,927.80	321,622.93
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	125,000.00	NR	Aaa	10/24/2019	10/31/2019	124,973.15	1.90	105.00	124,975.16	125,527.06
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	75,000.00	AAA	Aaa	1/21/2020	1/29/2020	74,983.64	2.36	62.33	74,984.12	76,741.87
Security Type Sub-Total		2,698,168.06					2,697,825.15	2.43	2,625.28	2,697,918.70	2,691,290.50
Managed Account Sub Total		32,357,066.81					32,284,073.71	2.31	156,431.08	32,310,374.08	33,459,970.33
Money Market Mutual Fund											
PFM Funds - Govt Select, Instl CI		189,211.90	AAAm	NR			189,211.90		0.00	189,211.90	189,211.90
Money Market Sub Total		189,211.90					189,211.90		0.00	189,211.90	189,211.90
Securities Sub-Total		\$32,546,278.71					\$32,473,285.61	2.31%	\$156,431.08	\$32,499,585.98	\$33,649,182.23
Accrued Interest											\$156,431.08
Total Investments											\$33,805,613.31

Bolted items are forward settling trades.

Appendix

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.

GLOSSARY

- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.