



AGENDA

**REGULAR MEETINGS OF THE SANTA FE SPRINGS
PUBLIC FINANCING AUTHORITY
WATER UTILITY AUTHORITY
HOUSING SUCCESSOR
SUCCESSOR AGENCY
AND CITY COUNCIL**

**November 16, 2021
6:00 P.M.**

**Jay Sarno, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
Annette Rodriguez, Mayor Pro Tem
John M. Mora, Mayor**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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 Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please sign-in using the sheet available with front staff. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

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.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.

1. CALL TO ORDER

2. ROLL CALL

Jay Sarno, Councilmember
Juanita Trujillo, Councilmember
Joe Angel Zamora, Councilmember
Annette Rodriguez, Mayor Pro Tem
John M. Mora, Mayor

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. 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.*

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

- a. Minutes of the October 19, 2021 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)

Recommendation:

- Receive and file the report.

WATER UTILITY AUTHORITY

7. 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 Water Utility Authority.

- a. Minutes of the October 19, 2021 Water Utility Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)

Recommendation:

- Receive and file the report.

c. Status Update of Water-Related Capital Improvement Projects (Public Works)

Recommendation:

- Receive and file the report.

HOUSING SUCCESSOR

8. 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 October 19, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

SUCCESSOR AGENCY

9. 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 October 19, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

CITY COUNCIL

10. 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 October 19, 2021 Regular and Special City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Recommendation:

- Adopt Resolution No. 9738:
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.

- c. A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings (City Attorney)

Recommendation:

- Adopt Resolution No. 9739:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY.

- d. Quarterly Treasurer's Report of Investments for the Quarter Ended September 30, 2021 (Finance)

Recommendation:

Receive and file the report.

- e. 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.

NEW BUSINESS

11. Introduction of Ordinance No. 1119 – An Ordinance Repealing Chapter 50 (Collection of Solid Waste and Recyclables) of Title V (Public Works) and Adopting a New Chapter 50 (Collection of Solid Waste and Recyclables) of Title V of the Santa Fe Springs Municipal Code (City Manager)

Recommendation:

- Introduce by title only and waive further reading of Ordinance No. 1119:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS REPEALING AND REPLACING CHAPTER 50 (COLLECTION OF SOLID WASTE AND RECYCLABLES) OF TITLE V OF THE SANTA FE SPRINGS MUNICIPAL CODE

12. Water Feature Maintenance Service Agreement – Approve One Year Extension (Public Works)

Recommendation:

- Approve Contract Amendment Number Two with Payless Pool Service Company to extend the term of the Agreement for one year; and
- Authorize the Mayor to execute Contract Amendment Number Two.

13. Aquatic Center Facility Status (Public Works)

Recommendation:

- Provide staff direction.

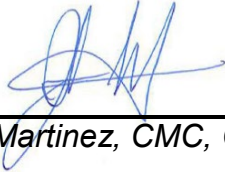
14. **CITY MANAGER'S AND EXECUTIVE TEAM REPORTS**

15. **APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS**

16. COUNCIL COMMENTS

17. ADJOURNMENT

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; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.



Janet Martinez, CMC, City Clerk

November 10, 2021
Date Posted

**FOR ITEM NO. 6A
PLEASE SEE ITEM NO. 10A**



CONSENT CALENDAR

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

RECOMMENDATION

Receive and file the report.

BACKGROUND

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 10/31/2021

None

Outstanding principal at 10/31/2021

\$41,765,000

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

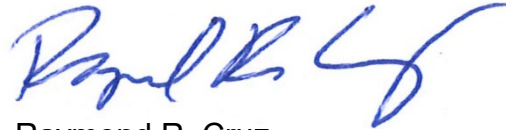
Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016, the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.

2017 Bond Refunding

In December 2017, the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.



Raymond R. Cruz
City Manager/Executive Director

**FOR ITEM NO. 7A
PLEASE SEE ITEM NO. 10A**



CONSENT CALENDAR

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

RECOMMENDATION

Receive and file the report.

BACKGROUND

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 10/31/2021

None

Outstanding principal at 10/31/2021

\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 10/31/2021

None

Outstanding principal at 10/31/2021

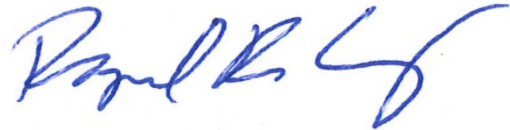
\$1,025,000

In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12 Project and all proceeds were since used on this project.

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The City budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.



Raymond R. Cruz
City Manager/Executive Director



CONSENT AGENDA

Status Update of Water-Related Capital Improvement Projects

RECOMMENDATION

- Receive and file the report.

BACKGROUND

This report is for informational purposes only. The following is a listing of current active water projects.

Water Well No. 2 Assessment Status Update

Constructed in 1963, Water Well No. 2 has been inactive since 2006 due to a change in water quality requirements from the State Water Board. City staff is evaluating whether this well has the potential to be brought back online at a reduced cost as compared to the water treatment for Water Well No. 12. City Council approved awarding the contract to General Pump Company, Inc. to assess Water Well No. 2. With all field work completed and testing laboratory results finalized, the contractor is currently working to complete the final Profiling Report which will serve as guidance on how to best move forward with rehabilitating Water Well No. 2. The project is on schedule for completion by the end of November 2021.

FISCAL IMPACT

A total of \$167,000 has been budgeted for Water Well No. 2 assessment.

INFRASTRUCTURE IMPACT

A comprehensive assessment of Water Well No. 2 will provide City staff the information needed to determine if the water well can be rehabilitated and if treatment is necessary. This project has the potential to allow the City to deliver high-quality groundwater and reduce the City's dependence on costly imported water from the Metropolitan Water District of Southern California.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
Executive Director

Attachments:

None

FOR ITEM NO. 8
PLEASE SEE ITEM NO. 10A

FOR ITEM NO. 9
PLEASE SEE ITEM NO. 10A



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10A

October 19, 2021

CONSENT AGENDA

Minutes of the October 19, 2021 Regular and Special City Council Meetings

RECOMMENDATION(S)

- Approve the minutes as submitted.

BACKGROUND

Staff has prepared minutes for the following meetings:

- Regular City Council Meeting of October 19, 2021
- Special City Council Meeting of October 19, 2021

Staff hereby submits the minutes for Council's approval.

Raymond R. Cruz
City Manager

Attachments:

1. October 19, 2021 Meeting Minutes



APPROVED:

MINUTES OF THE SPECIAL MEETINGS OF THE CITY COUNCIL

October 19, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order at 5:02 p.m.

2. **ROLL CALL**

Members present: Councilmembers/Directors: Sarno (via Zoom), Trujillo, Zamora, Mayor Pro Tem/Vice Chair Rodriguez and Mayor/Chair Mora.

Members absent: None

3. **PUBLIC COMMENTS**

The following persons spoke during Public Comments: None.

CITY COUNCIL

4. **STUDY SESSION**

Senate Bill 1383: Organic Waste Recycling (City Manager)

Recommendation:

- Receive presentation from MuniEnvironmental, and provide feedback as desired.

Municipal Affairs Manager, Maribel Garcia provided a brief presentation on Senate Bill (SB) 1383, she explained that the Bill requires a 50 percent reduction in organic waste disposal from 2014 levels by 2020, and a 75 percent reduction by 2025. That will require the diversion of up to 27 million tons of organic waste by 2025 to reduce greenhouse gas emissions, and not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. Jurisdictions must provide collection service automatically to all generators, and both residents and businesses, as well as non-local entities and local education agencies are required to participate in organic material collection program. Jurisdictions must also adopt enforceable ordinances to ensure that all residential and commercial generators are complaint. She then called on Stephen Howe from Muni Environmental to provide additional information.

He highlighted that the State of California is looking into food recovery to ensure families are food secure. He provided a timeline of SB 1383 and added that the State is in the phase where regulations take effect and enforcement begins. The majority of homes do not generate enough food waste to necessitate a separate organic waste container, so most single-family homes can dispose of their organic waste in their green bins. The City's responsibilities include providing organic collection services to all residents and businesses, establish edible food recovery programs, conduct education and outreach to the community, procure recyclable and recovered organic products, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct

enforcement. He added that Tier 1 and Tier 2 commercial edible food generators – such as local supermarkets – are already participating in food recovery programs, and the City will just need to track it.

Councilmember Zamora asked about Mr. Howe's experience with waste. Mr. Howe stated that he has been working in this field since 1990. He attends every CalRecycle meeting and has experience in this specialty. Councilmember Zamora highlighted that having Mr. Howe be a part of Muni Environmental is a great asset and also spoke about having the foresight to make good decisions about waste management. He thanked Maribel Garcia and Stephen Howe for the informative presentation.

Councilmember Trujillo asked if the City should look into hiring additional personnel to assist with compliance of the bill. Mr. Howe stated that SB 1383 addresses additional staff requirements for enforcement. She also asked if it would be prudent for the City to partner with local organizations to disseminate information and provide a greater impact. City Manager, Raymond R. Cruz informed Council that the City can expect many great endeavors between departments to promote awareness.

Mayor Pro Tem Rodriguez asked how what the penalties would be. Mr. Howe stated that the State provides guidelines. He added that permitted recyclers are benefitting from diversion rates. He also added that the three trash haulers that service the City work well together. Discussion ensued amongst Council.

City Manager Raymond R. Cruz asked if the City can expect certain odors to be emitted from the green bins as a result of mixing different items. Mr. Howe stated organic waste mandates pickup at least once a week. He added that compostable bags are not recommended.

Mayor Mora thanked Mr. Howe for the informative presentation.

5. ADJOURNMENT

Mayor Mora adjourned the meeting at 5:55 p.m.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

October 19, 2021

1. **CALL TO ORDER**

Mayor Mora called the meeting to order at 6:05 p.m.

2. **ROLL CALL**

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

Members absent: Council Member Sarno

3. **INVOCATION**

Council Member Trujillo led the invocation.

4. **PLEDGE OF ALLEGIANCE**

Maya Garcia from the Youth Leadership Committee led the Pledge of Allegiance.

5. **PUBLIC COMMENTS**

The following persons spoke during Public Comments in-person: Leticia Vasquez-Wilson and Ronald Wilson. Via-Zoom: Irma Huitron.

PUBLIC FINANCING AUTHORITY

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 Public Financing Authority.

- a. Minutes of the September 20, 2021 Public Financing Authority Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA) (Finance)

Recommendation:

- Receive and file the report.

It was moved by Council Member Zamora seconded by Mayor Pro Tem Rodriguez, to approve Items No. 6A and 6B, by the following vote:

Ayes: Trujillo, Zamora, Rodríguez, Mora

Nays: None

Absent: Sarno

WATER UTILITY AUTHORITY

7. 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 Water Utility Authority.

- a. Minutes of the September 20, 2021 Water Utility Authority Meetings (City Clerk)
Recommendation:
 - Approve the minutes as submitted.
- b. Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA) (Finance)
Recommendation:
 - Receive and file the report.
- c. Status Update of Water-Related Capital Improvement Projects (Public Works)
Recommendation:
 - Receive and file the report.

It was moved by Council Member Trujillo, seconded by Council Member Zamora, to approve Items No. 7A through 7C, by the following vote:

Ayes: Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: Sarno

HOUSING SUCCESSOR

8. 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 September 20, 2021 Housing Successor Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Trujillo, to approve the minutes as submitted, by the following vote:

Ayes: Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: Sarno

SUCCESSOR AGENCY

9. 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 September 20, 2021 Successor Agency Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

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

Ayes: Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: Sarno

CITY COUNCIL

10. 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 September 20, 2021 Special City Council Meetings (City Clerk)

Recommendation:

- Approve the minutes as submitted.

- b. 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. 9734:
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.

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Trujillo, to approve Item Nos. 10A and 10B, by the following vote:

Ayes: Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: Sarno

NEW BUSINESS

- 11. Fiscal Year (FY) 2020-2021 Preliminary Year-End Review (Finance)**

Recommendation:

- Authorize the transfer of \$15.4 million from the FY 2020-21 increase in available General Fund balance to the following reserves and/or funds:
 - \$6.0 million of available balance to the Unfunded Liability Reserve
 - \$5.0 million of available balance to the Capital Improvement Program (CIP) Fund
 - \$2.0 million of available balance to the Equipment Replacement Fund
 - \$1.2 million of available balance to the Employee Benefits Fund for compensated absences liability
 - \$1.2 million of available balance to the Economic Contingency Reserve

- Authorize the transfer of \$0.6 million from the FY 2020-21 increase in available Water Fund balance to the Water CIP Reserve Fund.

Director of Finance and Administrative Services, Travis Hickey provided a presentation on Item No. 11.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rodriguez, to authorize the transfer of \$15.4 million from the FY 2020-21 increase in available General Fund balance to the following reserves and/or funds:

\$6.0 million of available balance to the Unfunded Liability Reserve

\$5.0 million of available balance to the Capital Improvement Program (CIP) Fund

\$2.0 million of available balance to the Equipment Replacement Fund

\$1.2 million of available balance to the Employee Benefits Fund for compensated absences liability

\$1.2 million of available balance to the Economic Contingency Reserve; and

authorize the transfer of \$0.6 million from the FY 2020-21 increase in available Water Fund balance to the Water CIP Reserve Fund, by the following vote:

Ayes: Trujillo, Zamora, Rodríguez, Mora

Nayes: None

Absent: Sarno

12. Development of a Vehicle Miles Traveled (VMT) Methodology – Award of Contract and Appropriation of Funds (Planning)

Recommendation:

- Accept the Proposal from Fehr & Peers; and
- Award a contract to Fehr & Peers, in an amount of \$75,000, to develop a Vehicle Miles Traveled (VMT) Methodology to Evaluate Transportation Impacts Consistent with the California Environmental Quality Act (CEQA), and the Requirements of Senate Bill (SB) 743; and
- Appropriate \$75,000.00 from the General Fund to Account No: 1031-9000 (Planning-Non-Recurring); and
- Authorize the Mayor or designee to execute a Professional Services Agreement with Fehr & Peers, subject to the final review and approval of the City Attorney.

Director of Planning, Wayne Morrell provided a presentation on Item No. 12.

It was moved by Council Member Trujillo, seconded by Council Member Zamora, to accept the Proposal from Fehr & Peers, award a contract to Fehr & Peers, in an amount of \$75,000, to develop a Vehicle Miles Traveled (VMT) Methodology to Evaluate Transportation Impacts Consistent with the California Environmental Quality Act (CEQA), and the Requirements of Senate Bill (SB) 743, appropriate \$75,000.00 from the General Fund to Account No: 1031-9000 (Planning-Non-Recurring); and authorize the Mayor or designee to execute a Professional Services Agreement with Fehr & Peers, subject to the final review and approval of the City Attorney, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None
Absent: None

13. Amendment Number One (“Amendment”) to the Exclusive Negotiating Agreement (ENA) by and Between the City of Santa Fe Springs, a California Municipal Corporation (the “City”) and Westland Real Estate Group, a California liability company (“Developer”) (Planning)

Recommendation:

- Approve Amendment Number One between the City and Developer which would allow the Agreement to continue to in effect and to terminate on May 17, 2022; and
- Authorize an extension of the Exclusive Negotiating Period for an additional six months, to May 17, 2022, to allow for further due diligence and to negotiate a purchase and sales agreement; and
- Authorize the mayor or designee to execute Amendment Number One between the City and Developer.

Director of Planning, Wayne Morrell provided a brief presentation on Item No. 13

It was moved by Mayor Pro Tem Rodriguez, seconded by Council Member Zamora, to approve Amendment Number One between the City and Developer which would allow the Agreement to continue to in effect and to terminate on May 17, 2022, authorize an extension of the Exclusive Negotiating Period for an additional six months, to May 17, 2022, to allow for further due diligence and to negotiate a purchase and sales agreement, and authorize the mayor or designee to execute Amendment Number One between the City and Developer, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora
Nayes: None
Absent: None

14. Imperial Highway Compete Street Study – Implementation Agreement (Public Works)

Recommendation:

- Add the Imperial Highway Complete Street Study to the approved Capital Improvement Plan (CIP);
- Appropriate \$3,755.62 from the CIP User Utility Tax Fund (UUT) to the Imperial Highway Complete Street Study; and
- Authorize the Mayor to execute the Implementation Agreement.

Director of Public Works, Noe Negrete provided a brief presentation on Item No. 14

It was moved by Council Member Trujillo, seconded by Mayor Pro Tem Rodriguez, to add the Imperial Highway Complete Street Study to the approved Capital Improvement Plan (CIP), appropriate \$3,755.62 from the CIP User Utility Tax Fund (UUT) to the Imperial Highway Complete Street Study, and authorize the Mayor to execute the Implementation Agreement, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora

Nayes: None
Absent: None

15. Fitness Court Project at Los Nietos Park – Authorize the Purchase of Shade Cover, Install Concrete Pad and Award of Contract (Community Services)

Recommendation:

- Accept the proposal for installation of a concrete Pad;
- Award a contract to Advanced Concrete Specialists, Inc., of Bellflower, CA in the amount of \$44,000;
- At the direction of the CIP Subcommittee, accept the proposal from USA Shade and Fabric Structure, of Orange, CA for the purchase and installation of a shade structure;
- Appropriate an additional \$23,000 from the Utility Users Tax Funds for the project;
- Authorize the Director of Purchasing to Authorize a Purchase Order in the amount of \$48,149 for the purchasing and installation of the shade structure with USA Shade and Fabric Structure.

Parks and Recreation Manager, Gus Hernandez provided a brief presentation on Item No. 15.

It was moved by Council Member Zamora, seconded by Mayor Pro Tem Rodriguez, to accept the proposal for installation of a concrete Pad, award a contract to Advanced Concrete Specialists, Inc., of Bellflower, CA in the amount of \$44,000, at the direction of the CIP Subcommittee, accept the proposal from USA Shade and Fabric Structure, of Orange, CA for the purchase and installation of a shade structure, appropriate an additional \$23,000 from the Utility Users Tax Funds for the project, and authorize the Director of Purchasing to Authorize a Purchase Order in the amount of \$48,149 for the purchasing and installation of the shade structure with USA Shade and Fabric Structure, by the following vote:

Ayes: Sarno, Trujillo, Zamora, Rodríguez, Mora
Nayes: None
Absent: None

16. PRESENTATIONS

a. Status Update of the Capital Improvements Projects (Public Works)

17. CITY MANAGER AND EXECUTIVE TEAM REPORTS

- City Manager, Raymond R. Cruz welcomed Detective Sergeant Escobedo who was standing in for Captain Ruiz.
- Director of Public Works, Noe Negrete provided an update on the Town Center Plaza Parking Lot Improvement Project.
- Director of Planning, Wayne Morrell brought attention to the material recovery facility off Norwalk Blvd operated by Universal Waste Systems, Inc. He called upon Assistant Director of Planning, Cuong Nguyen to provide an update on the upcoming General Plan Study Sessions and the National Community Planning Month Photo Contest.
- Director of Police Services, Dino Torres spoke about the policing team assisting with

the Walk to School event. He also invited the community to visit the Police Services Center for treats.

- Fire Chief, Brent Hayward spoke about COVID-19 cases within the City and within Los Angeles County. He spoke about Fire personnel wearing pink in support of breast cancer awareness month and also spoke about the Fire Station #4 Open House on October 9. Lastly, he talked about coordinating HazMat Drills with the City of Long Beach.
- Director of Finance, Travis Hickey spoke about the City's unfounded liability investments and highlighted different scenarios.
- Director of Community Services, Maricela Balderas recapped the Walk to School and Dia de Los Muertos events, and announced upcoming Halloween activities which included Pumpkin Carving at the Parks and the Halloween Carnival at Los Nietos Park on October 31. She also provided information on the Free Flu Vaccination Clinic hosted by the City and also spoke about the Library's Halloween Themed Magic Show, the first post-COVID in-person special event.

18. APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

None

19. COUNCIL COMMENTS

Council Member Trujillo wished Director of Finance and Administrative Services, Travis Hickey a Happy Birthday and acknowledged the positive feedback from the social media team. She requested that the City customize the lights on the Norwalk Blvd bridge in support of different causes and events. City Manager, Ray Cruz said they would coordinate with Public Works to complete that request.

Council Member Zamora thanked staff for consistently putting in the effort to deliver great services and to address issues with neighboring areas. He commended the Dollar Tree business for initializing clean-up efforts and urged everyone to spread awareness for breast cancer and Red Ribbon Week. Lastly, he thanked everyone in attendance.

Mayor Pro Tem Rodriguez thanked all the staff who participated in the Walk to School Event and also highlighted the great coordination for the Dia De Los Muertos event. She wished Director of Finance and Administrative Services, Travis Hickey a Happy Birthday and thanked the Santa Fe Springs Chamber of Commerce event for hosting a mentoring event. Lastly, she wished everyone in attendance a Happy Halloween.

Mayor Mora thanked staff for keeping the City moving forward. He thanked staff for the study session information and commended staff for wearing pink in support of breast cancer awareness month.

20. ADJOURNMENT

Mayor Mora adjourned the meeting at 7:51 p.m. in memory of John Griggs.

John M. Mora
Mayor

ATTEST:

Janet Martinez
City Clerk

Date



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10B

November 16, 2021

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. 9738:

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. The City Council has continued to reaffirm the existence of a local emergency due to the threat of COVID-19.

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. The state of emergency still exists and has not been lifted at the statewide or county level. On July 30, 2021, the Los Angeles County Department of Public Health issued a revised health order, citing the increase of COVID-19 daily cases and the fact that millions of people in Los Angeles County are unvaccinated. On August 9, 2021, the Los Angeles County Department of Public Health reported a near-doubling in the number of people hospitalized each day for COVID-19 illness in the past two weeks.

The Los Angeles County Department of Public Health issued a revised health order on September 28, 2021, citing the fact that at least 1,456,275 cases of COVID-19 and 26,047 deaths had been reported in Los Angeles County as of the date of the order. The Department of Public Health has also stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections. The reasons for declaring a local emergency still exist, and 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).



City of Santa Fe Springs

City Council Meeting

November 16, 2021

Raymond R. Cruz
City Manager

Attachment: Resolution No. 9738

RESOLUTION NO. 9738

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, the City Council previously adopted resolutions reaffirming the existence of a local emergency due to the threat of COVID-19 pursuant to Government Code section 8630(c), which 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 state of emergency still exists and has not been lifted at the statewide or county level; and

WHEREAS, the Los Angeles County Department of Public Health issued a revised health order on September 28, 2021, citing the fact that at least 1,456,275 cases of COVID-19 and 26,047 deaths had been reported in Los Angeles County as of the date of the order; and

WHEREAS, the Department of Public Health has also stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, COVID-19 continues to pose a threat 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 16th day of November, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10C

November 16, 2021

CONSENT AGENDA

A Resolution of the City Council Affirming Authorization of Remote Teleconference Meetings

RECOMMENDATION

- Adopt Resolution No. 9739:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY

BACKGROUND

At its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference. In order to continue holding teleconference meetings pursuant to this new law, an agency is required, at least every 30 days, to make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

On March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the threat of COVID-19. The California Department of Public Health and the County of Los Angeles Department of Public Health have issued public health orders during this state of emergency for the purpose of reducing transmission of COVID-19. Such orders have included social distancing requirements. The state of emergency continues to directly impact the ability of the members to meet safely in person due to a number of factors, including the high number of daily cases and community transmission and increased transmission of COVID-19 by the Delta variant. The Department of Public Health has stated that the Delta variant is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections.

Accordingly, staff has prepared the attached resolution to continue to authorize remote teleconference meetings and will include on all future meeting agendas such a resolution until such time as the state of emergency ceases, or as otherwise directed by the City Council.



City of Santa Fe Springs

City Council Meeting

November 16, 2021

Raymond R. Cruz
City Manager

Attachment: Resolution No. 9739

RESOLUTION NO. 9739

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
AFFIRMING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT
OF REMOTE TELECONFERENCE MEETINGS DURING A STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Government Code section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, the Governor signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 adds Subsection (e) to Section 54953 of the Government Code to authorize legislative bodies to conduct teleconference meetings without complying with the requirements set forth in Section 54953(b)(3), provided the legislative body makes specified findings and complies with certain requirements; and

WHEREAS, the County of Los Angeles Department of Public Health reports a high number of daily cases and community transmission, as well as increased transmission of COVID-19 due to the Delta variant, which is two times as contagious as earlier variants, remains predominant in Los Angeles County, and continues to lead to increased infections; and

WHEREAS, public health officials recommend social distancing as a protective measure to decrease the chance of spread of COVID-19; and

WHEREAS, at its regular meeting of November 2, 2021, the City Council adopted Resolution No. 9735 authorizing the City Council and all legislative bodies and committees of the City to meet by teleconference; and

WHEREAS, Government Code Section 54953(e)(3) requires an agency to reconsider the circumstances of the state of emergency and make certain findings every thirty days in order to continue to conduct remote teleconference meetings pursuant to Section 54953(e).

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

1. The City Council has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of its members to meet safely in person.

2. The City Council and all legislative bodies and committees of the City are authorized to meet by teleconference pursuant to, and in compliance with the requirements of, Government Code section 54953(e).

APPROVED and ADOPTED this 16th day of November, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

John M. Mora, Mayor

ATTEST:

Janet Martinez, CMC, City Clerk



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10D

November 16, 2021

CONSENT CALENDAR

Quarterly Treasurer's Report of Investments for the Quarter Ended September 30, 2021

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 September 30, 2021 was also emailed to each Councilmember on October 28, 2021.

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 \$159,557 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 September 30, 2021 was 1.30%, down from 1.37% 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

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

Date of Report: November 10, 2021



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paid to purchase it. Unrealized gains/losses result from market value increases and 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 yield at June 30, 2016 was 1.25% and rose to 1.30% as of September 30, 2021. 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 September 30, 2021 was 0.06% while the benchmark total return was 0.00%. The City's overall portfolio performance was 0.06% better than the benchmark. Since inception of the managed portfolio (January 2016) the total return for the City's portfolio was 2.09% (1.99% net of fees) vs. the benchmark total return of 1.75% through September 30, 2021.

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 0.24% for the quarter while the MMF returned 1.00%. The LAIF accounts returned a total of \$39,390 in interest income.

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

Date of Report: November 10, 2021



City of Santa Fe Springs

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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	\$ 83.5 million
Successor Agency Bond Funds	18.2 million
Bonds Reserves and Debt Service	<u>2.9 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. Spending on multiple capital projects has occurred and these funds will be drawn down for deposit into the City's pooled cash and investments.

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	\$ 34.3 million
LAIF	67.4 million
MMF	<u>2.9 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.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

1. Treasurer's Report of Investments (Quarter Ended September 30, 2021)
2. PFMAM Investment Performance Review (Quarter Ended September 30, 2021)

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

Date of Report: November 10, 2021

**CITY OF SANTA FE SPRINGS
TREASURER'S REPORT OF INVESTMENTS
QUARTER ENDED SEPTEMBER 30, 2021**

DESCRIPTION	BEGINNING BALANCE	DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES	ENDING BALANCE	MARKET VALUE	QUARTERLY INVESTMENT EARNING	ANNUAL YIELD
POOLED INVESTMENTS:							
PFM MANAGED PORTFOLIO (1)	\$ 33,672,664.56	\$ 3,812,238.55	\$ 3,668,569.65	\$ 33,816,333.46	\$ 34,273,722.00	\$ 159,557.00	1.30%
LOCAL AGENCY INVESTMENT FUND	49,332,424.29	19,042,673.12	19,100,000.00	49,275,097.41	49,268,872.04	28,298.15	0.24%
SUBTOTAL POOLED INVESTMENTS	83,005,088.85	22,854,911.67	22,768,569.65	83,091,430.87	83,542,594.04	187,855.15	
SUCCESSOR AGENCY BOND FUNDS (2):							
LOCAL AGENCY INVESTMENT FUND	18,200,950.21	14,860.56	-	18,215,810.77	18,213,509.40	11,092.10	0.24%
SUCCESSOR AGENCY FUNDS:							
LOCAL AGENCY INVESTMENT FUND	0.96	-	-	0.96	0.96	-	0.24%
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	556,222.62	8.42	-	556,231.04	556,231.04	8.42	1.00%
Successor Agency	11,736,756.05	113,069.07	9,651,812.61	2,198,012.51	2,198,012.51	164.09	1.00%
Heritage Springs Assessment District	170,029.90	125,692.57	126,310.00	169,412.47	169,412.47	2.69	1.00%
Subtotal First American Treasury Obligations Fund Class D	12,463,008.57	238,770.06	9,778,122.61	2,923,656.02	2,923,656.02	175.20	
SUBTOTAL INVESTMENTS HELD BY FISCAL AGENT (U.S. BANK)	12,463,008.57	238,770.06	9,778,122.61	2,923,656.02	2,923,656.02	175.20	
TOTAL INVESTMENTS	\$113,669,048.59	\$23,108,542.29	\$32,546,692.26	\$104,230,898.62	\$104,679,760.42	\$199,122.45	

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 September 30, 2021

Client Management Team

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

PFM Asset Management LLC

555 W. 5th Street, Suite 3500
Los Angeles, CA 90013
213-489-4075

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

Market Summary

SUMMARY

- In Q3, U.S. economic conditions were impacted by: (1) a summer surge of COVID-19 infections driven by the highly contagious delta variant negatively affected consumer and business sentiment; (2) moderating but still above-trend economic growth; (3) higher inflation caused by material increases in the price of energy, other raw materials and various consumer goods and services; (4) continuing supply chain disruptions and shortages; (5) a Federal Reserve (Fed) planning to begin an accelerated pace of asset purchase tapering; (6) political wrangling over both government funding and the expired suspension of the debt ceiling; and (7) a material slowdown in job growth.
- The recovery is continuing, but the economy faces familiar headwinds. The COVID-19 surge in the U.S. that began in July peaked in September before trailing off sharply late in the quarter. The overall toll remains staggering: 44 million cases and over 700,000 deaths in the U.S. The surge impaired economic activity and caused consumer sentiment to fall to its lowest level in over a year. The labor market slowed even with job openings at record levels. Prices remained elevated for both the consumer and the producer, although the Fed views this trend as transitory. The growth outlook has become more uncertain.
- At the Federal Open Market Committee's (FOMC) September meeting, officials hinted that a tapering of bond purchases could begin as soon as November. More importantly, the Fed indicated that a likely path of tapering could conclude around the middle of next year – a faster pace than was expected by analysts. Half of the FOMC participants indicated that they expect to increase short-term rates at least once in 2022, with multiple hikes in place by the end of 2023. In its updated September projections, the Fed also lowered its forecast for GDP growth for 2021 from 7% to 5.9% and increased its forecast for inflation (Core PCE) from 3% to 3.7%. Longer-term projections were relatively unchanged.

ECONOMIC SNAPSHOT

- Real GDP in the U.S. increased by 6.7% in Q2, following a 6.3% expansion in Q1. Spending was again the primary driver, with consumer spending rising by 12% as public health restrictions eased and businesses reopened earlier in the year. The delta variant triggered a summer slowdown in spending, but consumers remain in a strong position to help power the economic recovery. Nevertheless, the impact of waning monetary and fiscal stimulus creates a larger degree of uncertainty for the economy.
- Job gains disappointed for a second straight month as the U.S. economy added only 366,000 jobs in August and 194,000 jobs in September, far short of expectations and well below the average of 641,000 for the first seven months of the year. Despite the recent weakness, the unemployment rate fell 1.1% to 4.8% in the quarter. The labor force participation rate held steady, but wages continued to rise, up 4.6% over the past year. The number of job openings stood at 10.4 million in August, following a record 11.1 million in July. The “quits rate” – voluntary separations initiated by the employee, serving as a measure of workers' willingness to leave jobs – increased to a series high of 2.9%.
- On the inflation front, the consumer price index (CPI) rose 5.4% for the twelve months through September, up slightly from the prior quarter. Surging prices for energy and new and used cars accounted for more than half the overall gain. The producer price index (PPI) rose for the eighth straight month, reaching a whopping 8.3% increase over the past year ended August as commodity prices remain elevated.

- The frantic and heated housing market showed signs of cooling as existing homes sales declined. The lack of available supply remains a significant constraint. With prices up 20% over the past year and mortgage rates rising, affordability is also impeding further gains.

INTEREST RATES

- After dipping mid-quarter, U.S. Treasury yields barely changed. The only material changes were 7 to 11 basis point increases in yields on 3- to 10-year maturities. Late surges in rates were driven by inflation worries and the accelerated pace of Fed tapering. Short-term rates remain anchored near rock-bottom lows by the current near-zero rate policy. At quarter-end, the yield on a 3-month U.S. Treasury Bill stood at 0.04%, the 2-year note was 0.28%, the 5-year note was 0.97%, the 10-year note was 1.49% and the 30-year was 2.05%.
- As a result of a modestly steeper curve over the quarter, U.S. Treasury index returns were mixed for the quarter. Shorter-duration U.S. Treasury indices (three years and under) were flat to slightly positive, while indices holding intermediate- and longer-term portions of the yield curve posted negative returns. For example, the 1-year Treasury index returned 0.02% for the quarter, while the 5-year Treasury index returned -0.25% and the 10-year Treasury index returned -0.31%.

SECTOR PERFORMANCE

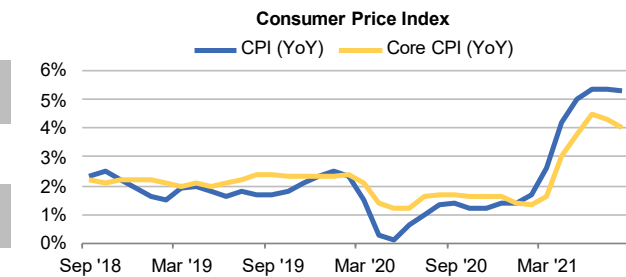
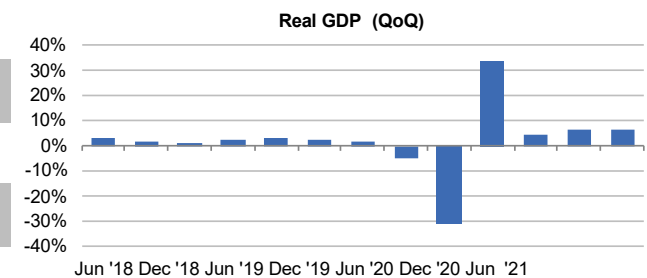
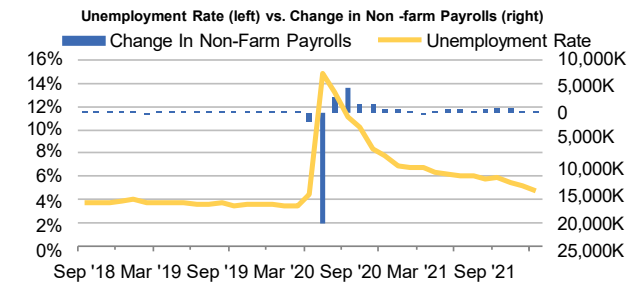
- Diversification away from U.S. Treasuries was generally additive to performance in Q3. Broad, global demand for yield has continued to pressure yield spreads, which remained in very low and tight trading ranges. Most investment-grade (IG) sectors produced positive excess returns for Q3 – returns in excess of comparable maturity Treasuries – but at a lesser pace than in recent prior quarters. Low yields mean lesser income, while narrow spreads mean less opportunity for price gains from further spread compression. Something close to index-level returns is about all that can be expected in upcoming quarters.
- Federal agency spreads were mostly unchanged again, and the sector generated modest positive excess returns. Supranational opportunities were better in Q3 as several attractively priced new issues came to market.
- IG corporates trudged along to slightly positive excess returns, aided by continued economic recovery, improving credit fundamentals, and supportive global monetary policy. Although new issuance has been elevated, insatiable demand resulted in a reasonably strong performance. Valuations are now very rich, with spreads ending the quarter nearer the June 2021 all-time highs. Lower quality corporates led the way, as the incremental income component of total returns remains a driver of overall performance in the current, low spread environment.
- The taxable municipal sector was one of the few IG fixed income sectors to post negative excess returns for Q3. YTD returns remain near the top, despite recent underperformance.
- AAA-rated asset-backed securities (ABS) spreads were stable, and collateral performance has remained strong. Issuance picked up in Q3.
- Agency mortgage-backed securities (MBS) spreads widened but remain susceptible to further duration extension and price deterioration as rates rise. Expectations for Fed tapering is a lingering concern, as the Fed has been the largest buyer in the sector. Excess returns were largely flat to modestly negative, depending on the specific term and collateral type. Lower coupons suffered, while higher coupons performed best. After a strong performance, agency CMBS stumbled notably in Q3. Similar to taxable municipals, the recent underperformance of CMBS is dwarfed by phenomenal YTD outperformance.

Economic Snapshot

Labor Market		Latest	Jun '21	Sep '20
Unemployment Rate	Sep '21	4.8%	5.9%	7.8%
Change In Non-Farm Payrolls	Sep '21	194,000	962,000	716,000
Average Hourly Earnings (YoY)	Sep '21	4.6%	3.7%	4.8%
Personal Income (YoY)	Aug '21	6.1%	2.5%	6.2%
Initial Jobless Claims (week)	10/2/21	326,000	368,000	803,000

Growth				
Real GDP (QoQ SAAR)	2021Q2	6.7%	6.3% ¹	-31.2% ²
GDP Personal Consumption (QoQ SAAR)	2021Q2	12.0%	11.4% ¹	-33.4% ²
Retail Sales (YoY)	Aug '21	15.1%	18.9%	6.0%
ISM Manufacturing Survey (month)	Sep '21	61.1	60.6	55.7
Existing Home Sales SAAR (month)	Aug '21	5.88 mil.	5.87 mil.	6.44 mil.

Inflation / Prices				
Personal Consumption Expenditures (YoY)	Aug '21	4.3%	4.0%	1.4%
Consumer Price Index (YoY)	Aug '21	5.3%	5.4%	1.4%
Consumer Price Index Core (YoY)	Aug '21	4.0%	4.5%	1.7%
Crude Oil Futures (WTI, per barrel)	Sep 30	\$75.03	\$73.47	\$40.22
Gold Futures (oz.)	Sep 30	\$1,755	\$1,772	\$1,888



1. Data as of First Quarter 2021.

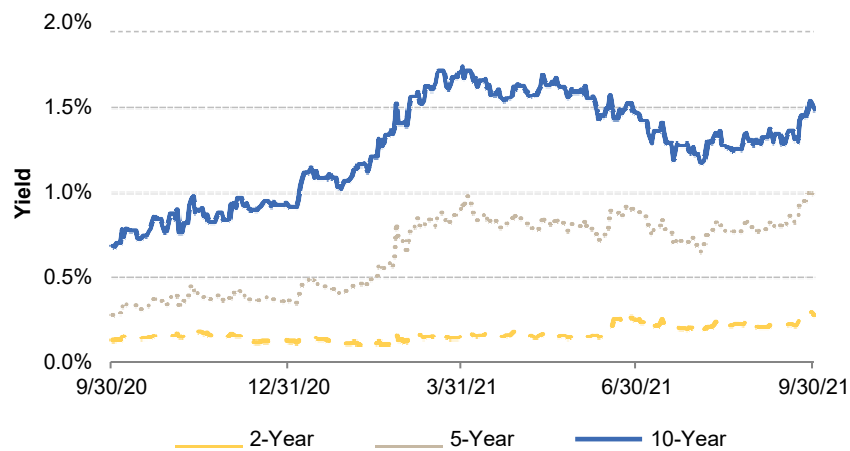
2. Data as of Second Quarter 2020.

Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.

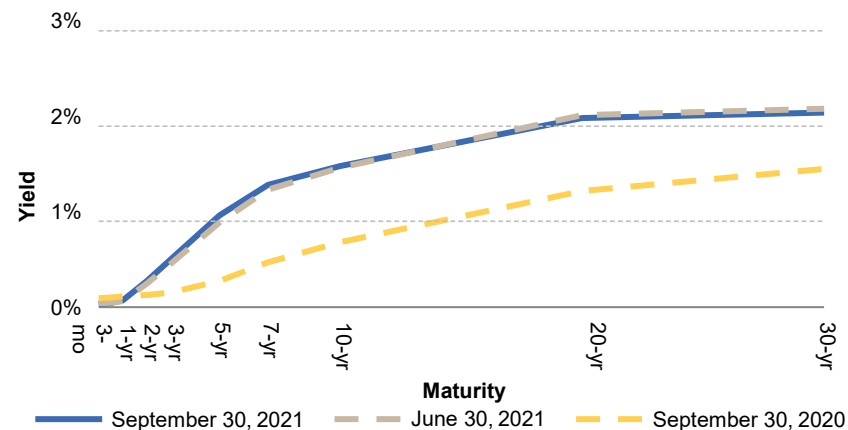
Source: Bloomberg.

Interest Rate Overview

U.S. Treasury Note Yields



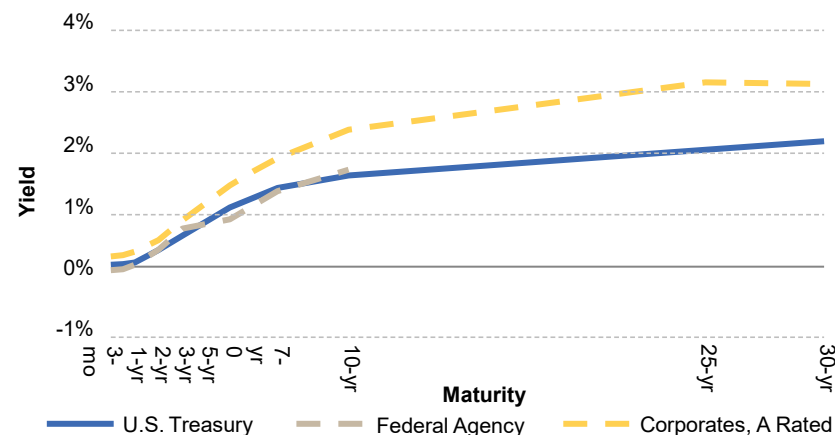
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Sep '21	Jun '21	Change over Quarter	Sep '20	Change over Year
3-Month	0.04%	0.04%	0.00%	0.10%	(0.06%)
1-Year	0.07%	0.07%	0.00%	0.12%	(0.05%)
2-Year	0.28%	0.25%	0.03%	0.13%	0.15%
5-Year	0.97%	0.89%	0.08%	0.28%	0.69%
10-Year	1.49%	1.47%	0.02%	0.69%	0.80%
30-Year	2.05%	2.09%	(0.04%)	1.46%	0.59%

Yield Curves as of 09/30/2021



Source: Bloomberg.

ICE BofAML Index Returns

As of 09/30/2021		Returns for Periods ended 09/30/2021			
September 30, 2021	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.90	0.28%	0.06%	0.03%	2.63%
Federal Agency	1.74	0.29%	0.09%	0.20%	2.48%
U.S. Corporates, A-AAA rated	1.89	0.56%	0.14%	0.79%	3.39%
Agency MBS (0 to 3 years)	1.52	0.72%	(0.01%)	(1.64%)	3.44%
Taxable Municipals	1.57	0.47%	0.03%	3.32%	4.11%
1-5 Year Indices					
U.S. Treasury	2.66	0.48%	(0.00%)	(0.40%)	3.24%
Federal Agency	2.33	0.47%	0.10%	0.01%	2.79%
U.S. Corporates, A-AAA rated	2.82	0.88%	0.05%	0.76%	4.23%
Agency MBS (0 to 5 years)	2.56	1.37%	0.25%	(0.52%)	3.37%
Taxable Municipals	2.65	0.79%	0.22%	1.82%	3.97%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	7.27	1.04%	(0.03%)	(3.60%)	4.94%
Federal Agency	3.99	0.81%	0.01%	(0.75%)	4.23%
U.S. Corporates, A-AAA rated	8.50	1.90%	(0.18%)	0.04%	6.87%
Agency MBS (0 to 30 years)	3.89	1.66%	0.05%	(0.46%)	3.92%
Taxable Municipals	11.26	2.52%	0.33%	2.36%	9.18%

Returns for periods greater than one year are annualized.

Source: ICE BofAML Indices.

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Account Summary

Certificate of Compliance

During the reporting period for the quarter ended September 30, 2021, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

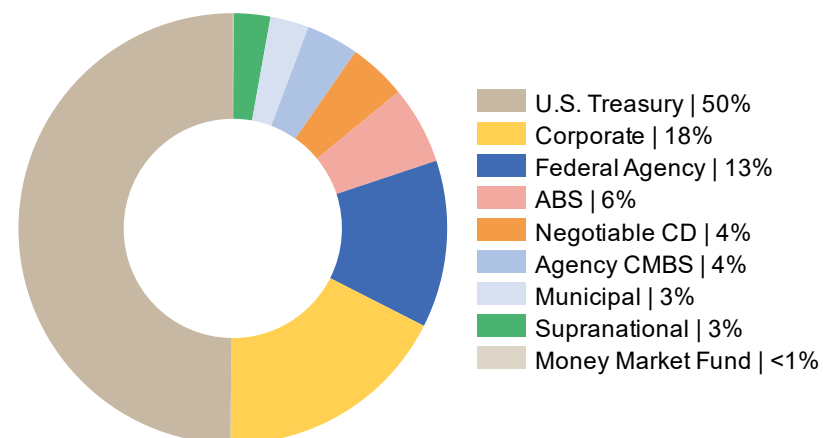
Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

Consolidated Summary

Account Summary¹

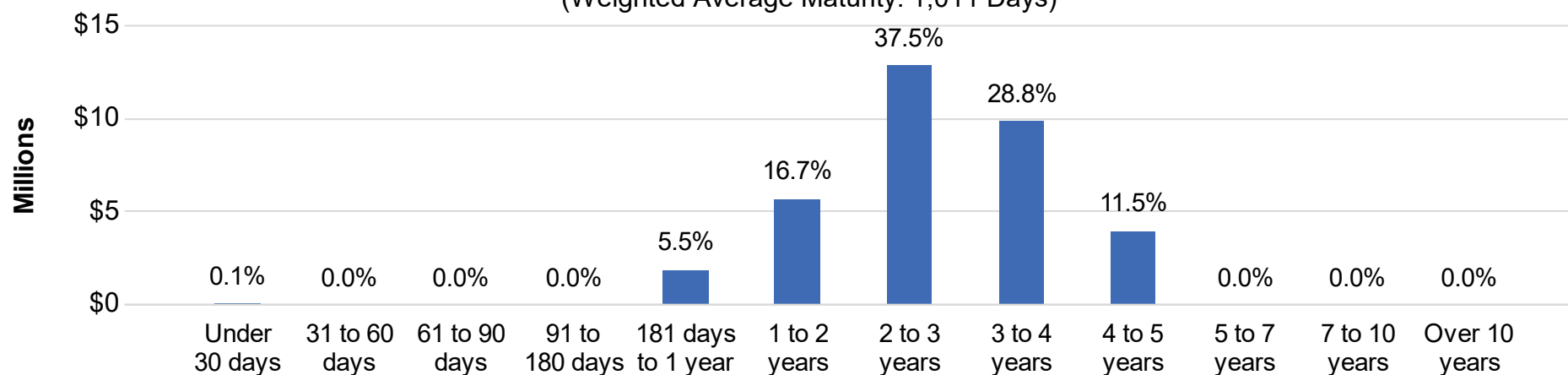
PFM Funds - Govt Select,	\$25,195
PFM Funds Managed	\$34,248,527
Total Program	\$34,273,722

Sector Allocation



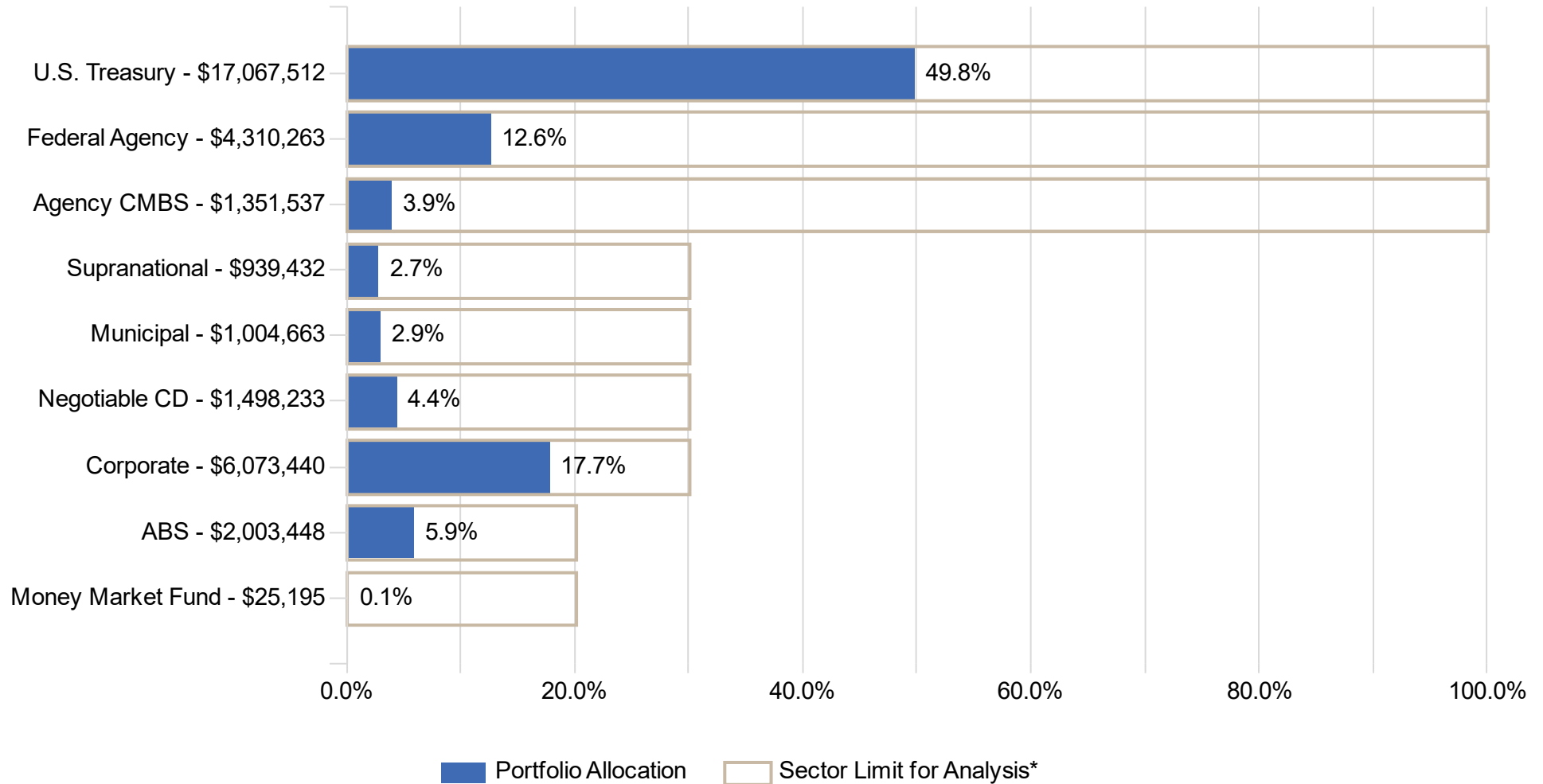
Maturity Distribution

(Weighted Average Maturity: 1,011 Days)



1. Market values exclude accrued interest, as of September 30, 2021.

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	49.8%	
UNITED STATES TREASURY	49.8%	AA / Aaa / AAA
Federal Agency	12.6%	
FANNIE MAE	3.1%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	0.9%	AA / Aaa / NR
FREDDIE MAC	8.5%	AA / Aaa / AAA
Agency CMBS	3.9%	
FANNIE MAE	0.5%	AA / Aaa / AAA
FREDDIE MAC	3.4%	AA / Aaa / AAA
Supranational	2.7%	
INTER-AMERICAN DEVELOPMENT BANK	1.5%	AAA / Aaa / AAA
INTL BANK OF RECONSTRUCTION AND DEV	1.3%	AAA / Aaa / AAA
Municipal	2.9%	
CALIFORNIA EARTHQUAKE AUTHORITY	0.2%	NR / NR / A
FLORIDA STATE BOARD OF ADMIN FIN CORP	0.8%	AA / Aa / AA
NEW JERSEY TURNPIKE AUTHORITY	0.2%	A / A / A
NEW YORK ST URBAN DEVELOPMENT CORP	1.0%	AA / NR / AA
SAN JUAN UNIFIED SCHOOL DISTRICT	0.4%	NR / Aa / NR
STATE OF CONNECTICUT	0.4%	A / Aa / AA
Negotiable CD	4.4%	
CREDIT SUISSE GROUP RK	0.7%	A / A / A
DNB ASA	1.0%	AA / Aa / NR
NORDEA BANK ABP	1.0%	AA / Aa / AA
SKANDINAVISKA ENSKILDA BANKEN AB	1.0%	A / Aa / AA
SUMITOMO MITSUI FINANCIAL GROUP INC	0.7%	A / Aa / A
Corporate	17.7%	
3M COMPANY	0.7%	A / A / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	17.7%	
ADOBE INC	0.1%	A / A / NR
AMAZON.COM INC	1.2%	AA / A / AA
AMERICAN HONDA FINANCE	0.3%	A / A / NR
APPLE INC	0.4%	AA / Aa / NR
ASTRAZENECA PLC	0.5%	A / A / NR
BANK OF AMERICA CO	0.9%	A / A / AA
BMW FINANCIAL SERVICES NA LLC	0.2%	A / A / NR
BRISTOL-MYERS SQUIBB CO	0.6%	A / A / NR
BURLINGTON NORTHERN SANTA FE	0.3%	AA / A / NR
CATERPILLAR INC	0.3%	A / A / A
CHARLES SCHWAB	0.3%	A / A / A
CHEVRON CORPORATION	0.3%	AA / Aa / NR
CITIGROUP INC	0.8%	BBB / A / A
COMCAST CORP	0.5%	A / A / A
DEERE & COMPANY	0.4%	A / A / A
GENERAL DYNAMICS CORP	0.9%	A / A / NR
GOLDMAN SACHS GROUP INC	0.7%	BBB / A / A
JP MORGAN CHASE & CO	1.2%	A / A / AA
MERCK & CO INC	0.8%	A / A / A
MORGAN STANLEY	0.6%	BBB / A / A
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.2%	A / A / A
NESTLE SA	0.7%	AA / Aa / NR
PACCAR FINANCIAL CORP	0.2%	A / A / NR
PEPSICO INC	0.2%	A / A / NR
PFIZER INC	0.9%	A / A / A
THE BANK OF NEW YORK MELLON CORPORATION	0.7%	A / A / AA

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Excludes balances invested in money market funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	17.7%	
THE WALT DISNEY CORPORATION	1.0%	BBB / A / A
TOYOTA MOTOR CORP	0.7%	A / A / A
TRUIST FIN CORP	0.4%	A / A / A
UNITEDHEALTH GROUP INC	0.7%	A / A / A
ABS	5.8%	
BMW FINANCIAL SERVICES NA LLC	0.2%	AAA / Aaa / NR
CARMAX AUTO OWNER TRUST	1.3%	AAA / Aaa / AAA
DISCOVER FINANCIAL SERVICES	0.6%	AAA / Aaa / AAA
FORD CREDIT AUTO OWNER TRUST	0.3%	NR / Aaa / AAA
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	0.1%	AAA / NR / AAA
GM FINANCIAL LEASINGTRUST	0.5%	AAA / Aaa / AAA
HARLEY-DAVIDSON MOTORCYCLE TRUST	0.2%	AAA / Aaa / NR
HONDA AUTO RECEIVABLES	0.4%	AAA / NR / AAA
HYUNDAI AUTO RECEIVABLES	0.2%	AAA / NR / AAA
KUBOTA CREDIT OWNER TRUST	0.4%	NR / Aaa / AAA
MERCEDES-BENZ AUTO RECEIVABLES	0.0%	AAA / Aaa / NR
NISSAN AUTO LEASE TRUST	0.2%	AAA / Aaa / NR
Toyota Lease Owner Trust	0.3%	AAA / Aaa / NR
VERIZON OWNER TRUST	1.1%	AAA / Aaa / AAA
VOLKSWAGEN OF AMERICA	0.1%	AAA / Aaa / NR
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Excludes balances invested in money market funds.

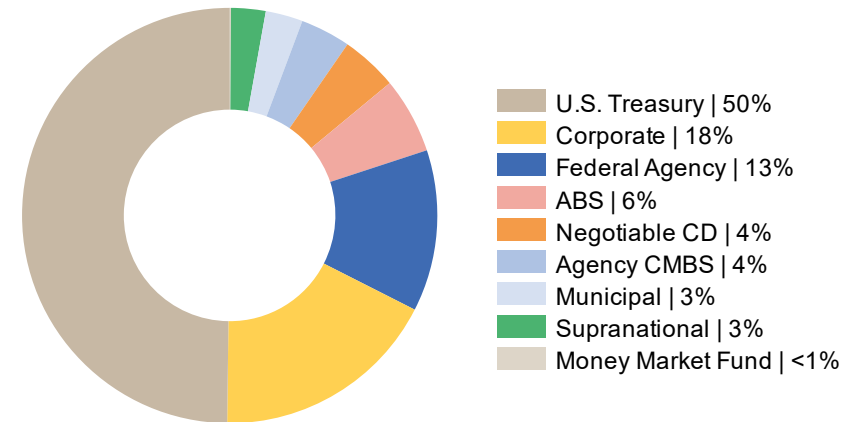
Portfolio Review

Portfolio Snapshot

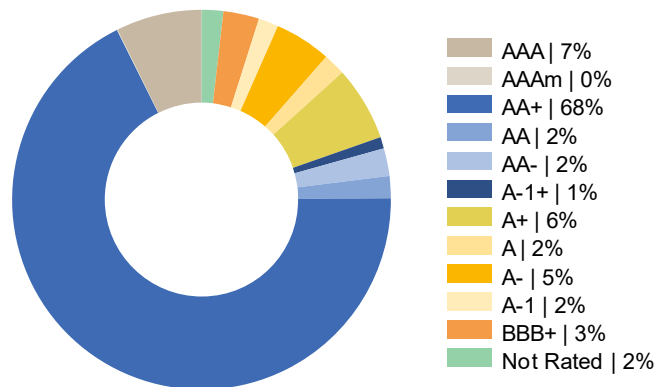
Portfolio Statistics

Total Market Value	\$34,362,668.62
Portfolio Effective Duration	2.57 years
Benchmark Effective Duration	2.59 years
Yield At Cost	1.30%
Yield At Market	0.59%
Portfolio Credit Quality	AA

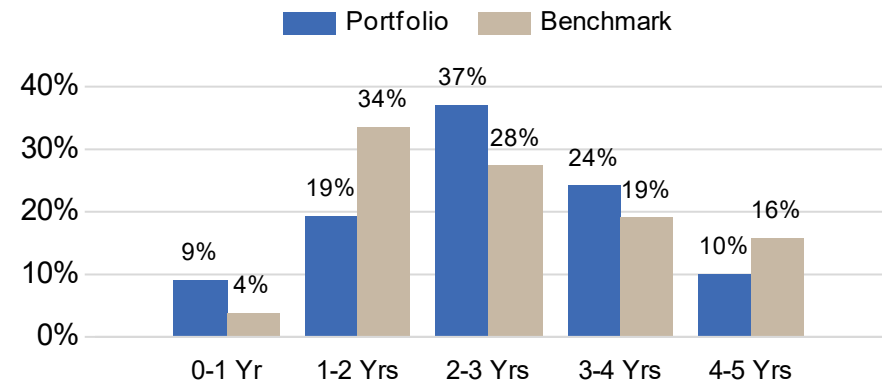
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Total market value includes accrued interest and balances invested in cbInvestorsClass, as of September 30, 2021.

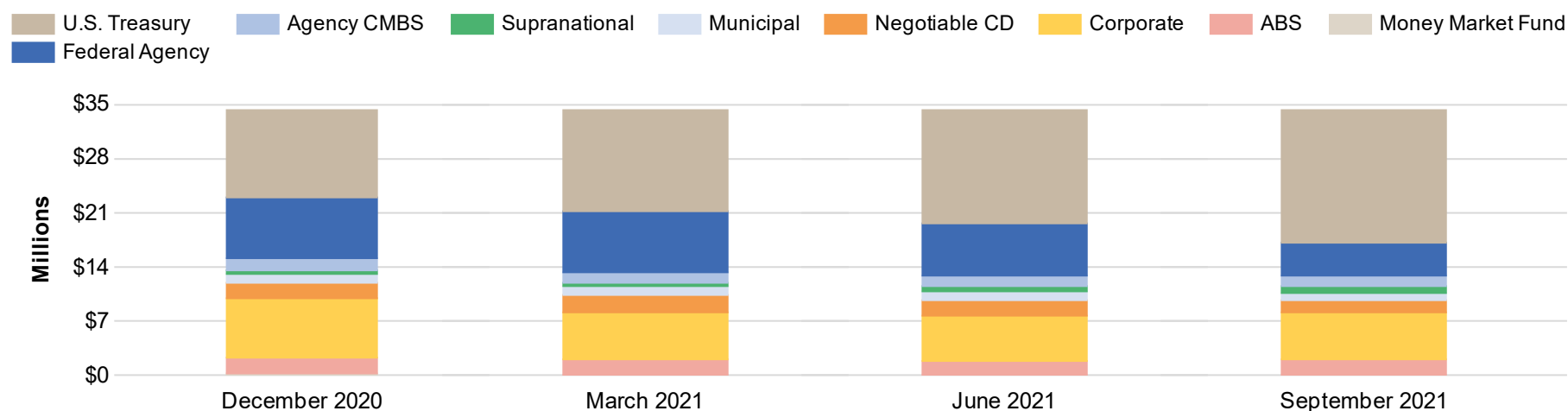
Calculations exclude balances invested in cbInvestorsClass.

The portfolio's benchmark is the ICE BofAML 1-5 Year U.S. Treasury Index. Source: Bloomberg.

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

Sector Allocation Review

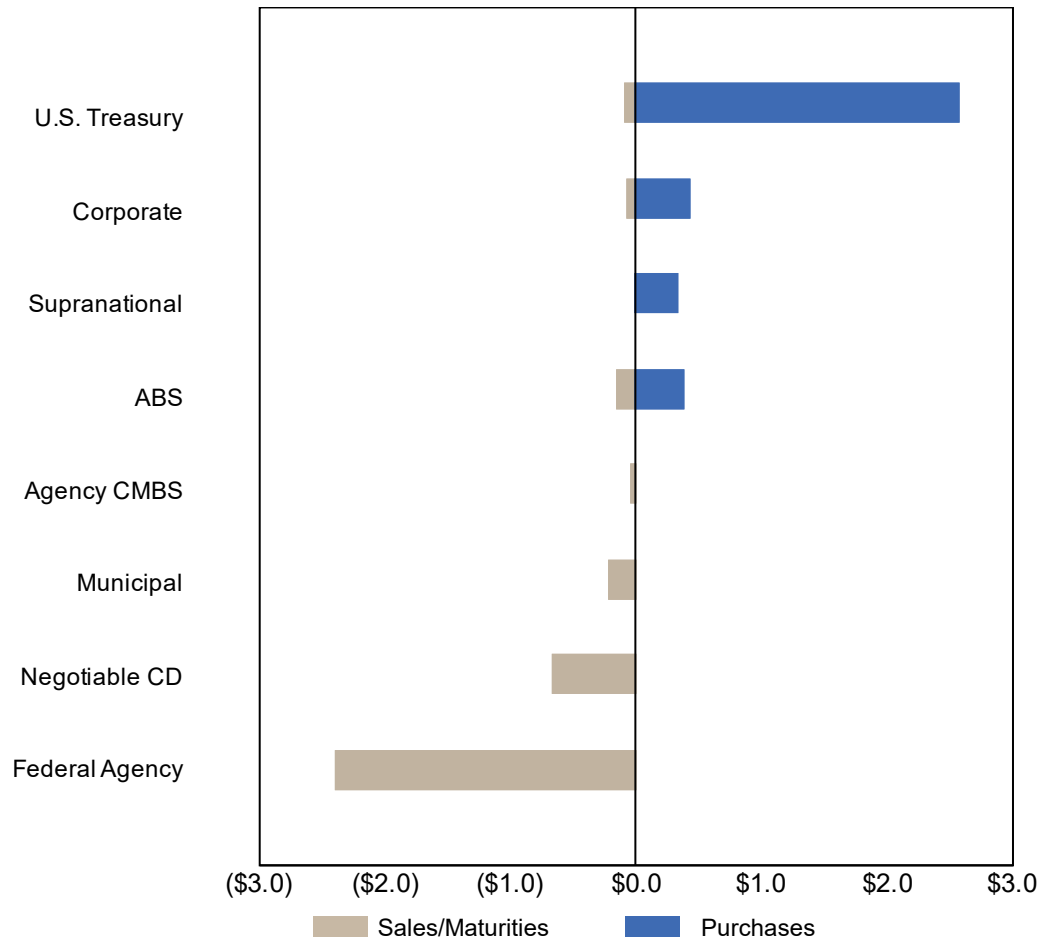
Security Type	Dec-20	% of Total	Mar-21	% of Total	Jun-21	% of Total	Sep-21	% of Total
U.S. Treasury	\$11.3	32.9%	\$12.9	37.7%	\$14.6	42.6%	\$17.1	49.8%
Federal Agency	\$8.0	23.3%	\$8.0	23.3%	\$6.7	19.6%	\$4.3	12.6%
Agency CMBS	\$1.5	4.5%	\$1.5	4.3%	\$1.4	4.1%	\$1.4	3.9%
Supranational	\$0.4	1.1%	\$0.4	1.1%	\$0.6	1.8%	\$0.9	2.7%
Municipal	\$1.1	3.3%	\$1.2	3.5%	\$1.2	3.5%	\$1.0	2.9%
Negotiable CD	\$2.2	6.3%	\$2.2	6.3%	\$2.2	6.3%	\$1.5	4.4%
Corporate	\$7.6	22.2%	\$6.2	18.0%	\$5.7	16.7%	\$6.1	17.7%
ABS	\$2.1	6.0%	\$1.9	5.6%	\$1.8	5.2%	\$2.0	5.9%
Money Market Fund	\$0.1	0.4%	\$0.1	0.2%	\$0.1	0.2%	\$0.0	0.1%
Total	\$34.3	100.0%	\$34.2	100.0%	\$34.3	100.0%	\$34.3	100.0%



Market values, excluding accrued interest. Only includes investments held within the separately managed account(s). Detail may not add to total due to rounding.

Portfolio Activity

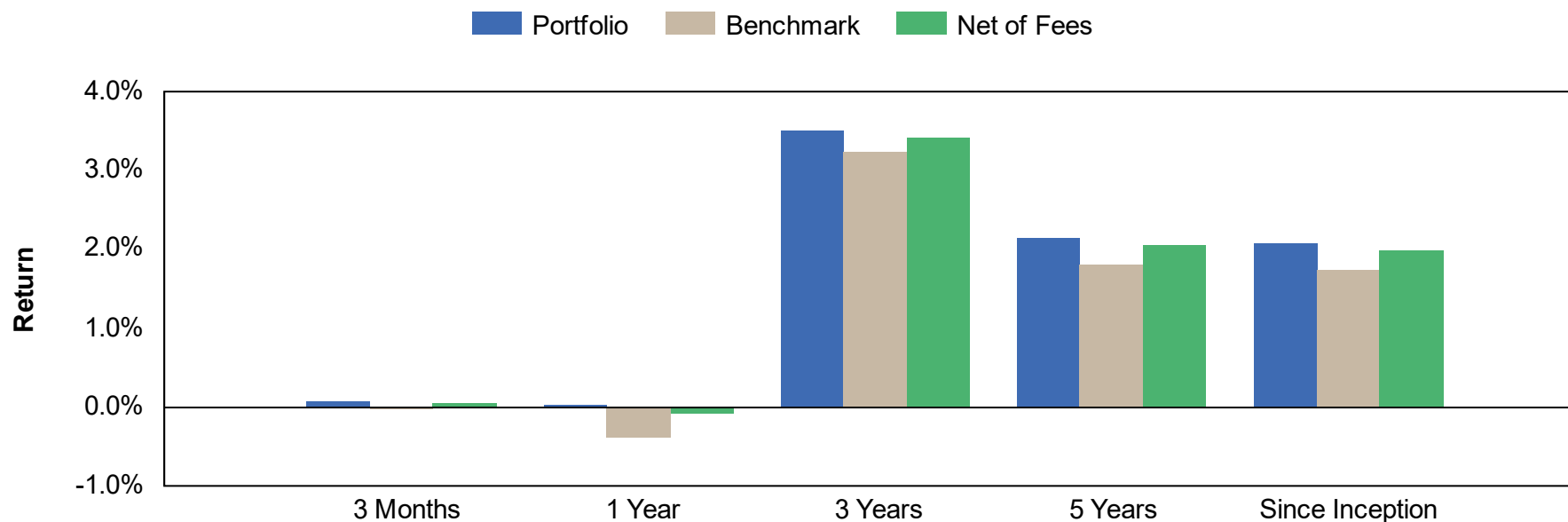
Net Activity by Sector
(\$ millions)



Sector	Net Activity
U.S. Treasury	\$2,488,582
Corporate	\$358,710
Supranational	\$329,756
ABS	\$235,656
Agency CMBS	(\$39,294)
Municipal	(\$203,161)
Negotiable CD	(\$659,279)
Federal Agency	(\$2,385,806)

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$109,597	\$499,635	\$1,949,835	\$2,983,603	\$3,172,703
Change in Market Value	(\$89,194)	(\$490,462)	\$1,421,971	\$467,185	\$433,632
Total Dollar Return	\$20,403	\$9,173	\$3,371,806	\$3,450,788	\$3,606,335
Total Return³					
Portfolio	0.06%	0.03%	3.50%	2.15%	2.09%
Benchmark ⁴	0.00%	-0.40%	3.24%	1.80%	1.75%
Basis Point Fee	0.02%	0.09%	0.10%	0.10%	0.10%
Net of Fee Return	0.04%	-0.07%	3.41%	2.05%	1.99%

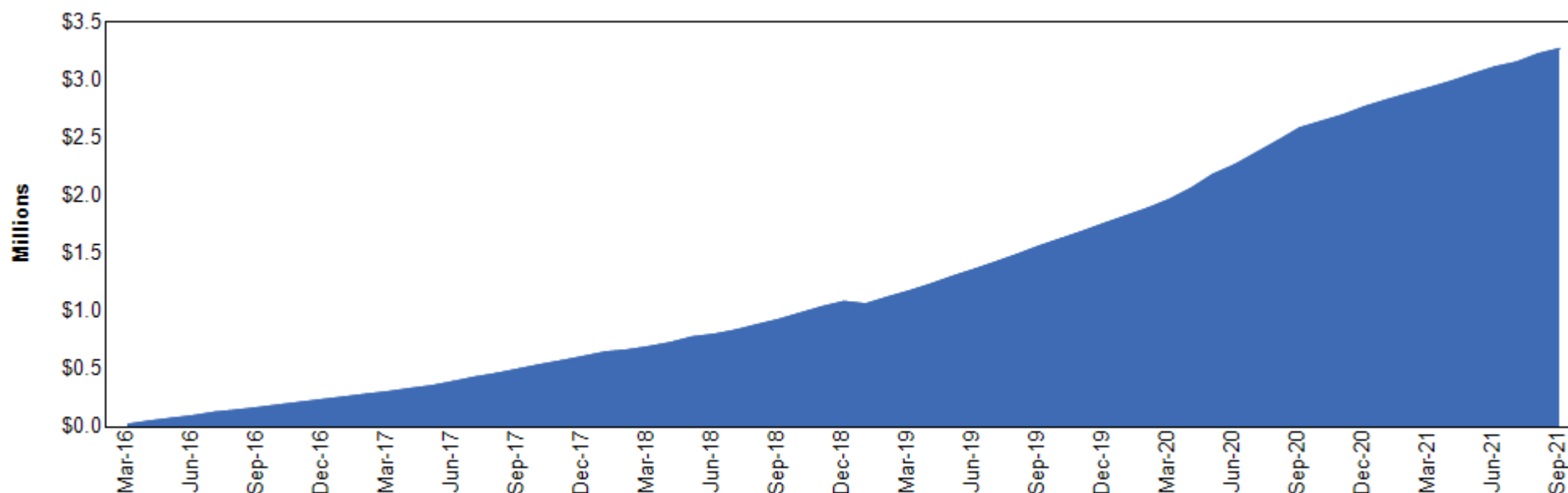
1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2016.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofAML 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception
Interest Earned	\$109,597	\$499,635	\$1,949,835	\$2,983,603	\$3,172,703
Realized Gains / (Losses)	\$48,498	\$188,198	\$368,209	\$176,154	\$190,798
Change in Amortized Cost	\$1,462	(\$1,645)	\$24,833	(\$54,459)	(\$114,182)
Total Earnings	\$159,557	\$686,188	\$2,342,877	\$3,105,298	\$3,249,320

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2016.
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
3. Realized gains / (losses) are shown on an amortized cost basis.

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	7/1/21	7/1/21	70,000.00	646140DN0	NJ TURNPIKE AUTHORITY TXBL REV BONDS	0.89%	1/1/25	256.39		
INTEREST	7/1/21	7/1/21	35,000.00	20772KJU4	CT ST TXBL GO BONDS	2.50%	7/1/22	437.50		
INTEREST	7/1/21	7/1/21	255,000.00	341271AD6	FL ST BOARD OF ADMIN TXBL REV BONDS	1.25%	7/1/25	1,603.95		
INTEREST	7/1/21	7/1/21	200,000.00	73358W4V3	PORT AUTH OF NY/NJ TXBL REV BONDS	1.08%	7/1/23	2,129.77		
INTEREST	7/1/21	7/1/21	70,000.00	13017HAJ5	CA ST EARTHQUAKE AUTH TXBL REV BONDS	1.32%	7/1/22	464.45		
BUY	7/1/21	7/7/21	400,000.00	91282CAB7	US TREASURY NOTES	0.25%	7/31/25	(392,714.95)	0.73%	
INTEREST	7/1/21	7/25/21	10,078.34	3137FKK39	FHMS KP05 A	3.20%	7/1/23	26.90		
INTEREST	7/1/21	7/25/21	322,986.35	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	633.86		
INTEREST	7/1/21	7/25/21	92,631.09	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	176.00		
INTEREST	7/1/21	7/25/21	94,995.32	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	196.68		
INTEREST	7/1/21	7/25/21	158,300.25	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	452.07		
INTEREST	7/1/21	7/25/21	75,334.50	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	177.72		
INTEREST	7/1/21	7/25/21	275,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	528.69		
INTEREST	7/1/21	7/25/21	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	627.50		
INTEREST	7/1/21	7/25/21	3,852.81	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	11.43		
INTEREST	7/1/21	7/25/21	38,583.62	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	340.16		
PAYDOWNS	7/1/21	7/25/21	24.79	3137FKK39	FHMS KP05 A	3.20%	7/1/23	24.79		0.00
PAYDOWNS	7/1/21	7/25/21	5,419.31	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	5,419.31		0.00
PAYDOWNS	7/1/21	7/25/21	8,815.70	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	8,815.70		0.00
PAYDOWNS	7/1/21	7/25/21	899.84	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	899.84		0.00

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	7/1/21	7/25/21	212.43	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	212.43		0.00
PAYDOWNS	7/1/21	7/25/21	2,212.80	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	2,212.80		0.00
PAYDOWNS	7/1/21	7/25/21	6,969.96	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	6,969.96		0.00
PAYDOWNS	7/1/21	7/25/21	2,875.97	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	2,875.97		0.00
SELL	7/6/21	7/7/21	325,000.00	83369XDL9	SOCIETE GENERALE NY CERT DEPOS	1.80%	2/14/22	330,505.50		3,181.75
INTEREST	7/8/21	7/8/21	150,000.00	89236TFS9	TOYOTA MOTOR CREDIT CORP CORP NOTES	3.35%	1/8/24	2,512.50		
INTEREST	7/8/21	7/8/21	250,000.00	86565CKU2	SUMITOMO MITSUI BANK NY CERT DEPOS	0.70%	7/8/22	879.86		
INTEREST	7/15/21	7/15/21	477.48	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	1.10		
INTEREST	7/15/21	7/15/21	70,000.00	44933LAC7	HART 2021-A A3	0.38%	9/15/25	22.17		
INTEREST	7/15/21	7/15/21	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
INTEREST	7/15/21	7/15/21	85,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	35.42		
INTEREST	7/15/21	7/15/21	29,963.09	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	75.66		
INTEREST	7/15/21	7/15/21	70,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	25.08		
INTEREST	7/15/21	7/15/21	76,526.64	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	170.91		
INTEREST	7/15/21	7/15/21	1,200,000.00	91282CBE0	US TREASURY NOTES	0.12%	1/15/24	750.00		
INTEREST	7/15/21	7/15/21	110,000.00	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/26	47.67		
INTEREST	7/15/21	7/15/21	35,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	9.92		
INTEREST	7/15/21	7/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.87		
INTEREST	7/15/21	7/15/21	121,259.69	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	280.92		
INTEREST	7/15/21	7/15/21	26,126.05	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	68.15		
PAYDOWNS	7/15/21	7/15/21	6,133.89	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	6,133.89		0.00
PAYDOWNS	7/15/21	7/15/21	13,050.40	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	13,050.40		0.00

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	7/15/21	7/15/21	3,563.54	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,563.54		0.00
PAYDOWNS	7/15/21	7/15/21	4,014.56	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	4,014.56		0.00
PAYDOWNS	7/15/21	7/15/21	477.48	65479PAD1	NALT 2019-AA A3	2.76%	3/15/22	477.48		0.00
PAYDOWNS	7/15/21	7/15/21	6,759.03	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	6,759.03		0.00
INTEREST	7/16/21	7/16/21	35,229.16	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	88.66		
PAYDOWNS	7/16/21	7/16/21	5,143.78	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	5,143.78		0.00
INTEREST	7/18/21	7/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
INTEREST	7/20/21	7/20/21	65,121.94	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	176.37		
INTEREST	7/20/21	7/20/21	100,000.00	92348TAA2	VZOT 2020-AA A1A	1.85%	7/22/24	154.17		
INTEREST	7/20/21	7/20/21	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
INTEREST	7/20/21	7/20/21	90,000.00	89238EAC0	TLOT 2021-AA A3	0.39%	4/22/24	29.25		
INTEREST	7/20/21	7/20/21	125,000.00	380144AC9	GMALT 2021-2 A3	0.34%	5/20/24	35.42		
INTEREST	7/20/21	7/20/21	100,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	39.17		
INTEREST	7/20/21	7/20/21	60,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	22.50		
PAYDOWNS	7/20/21	7/20/21	9,463.25	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	9,463.25		0.00
BUY	7/20/21	7/28/21	125,000.00	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/25	(124,995.29)	0.56%	
INTEREST	7/21/21	7/21/21	395,000.00	3137EAEU9	FREDDIE MAC NOTES	0.37%	7/21/25	740.63		
BUY	7/21/21	7/28/21	155,000.00	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/26	(154,974.50)	0.55%	
INTEREST	7/25/21	7/25/21	190,000.00	6174468W2	MORGAN STANLEY CORP NOTES (CALLABLE)	0.52%	1/25/24	502.55		
INTEREST	7/25/21	7/25/21	60,000.00	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	14.50		
SELL	7/26/21	7/28/21	205,000.00	3137EAER6	FREDDIE MAC NOTES	0.37%	5/5/23	205,820.94		694.59
INTEREST	7/31/21	7/31/21	400,000.00	91282CAB7	US TREASURY NOTES	0.25%	7/31/25	500.00		

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	7/31/21	7/31/21	200,000.00	91282CBH3	US TREASURY NOTES	0.37%	1/31/26	375.00		
INTEREST	7/31/21	7/31/21	100,000.00	912828Z52	US TREASURY NOTES	1.37%	1/31/25	687.50		
INTEREST	7/31/21	7/31/21	125,000.00	912828V80	US TREASURY NOTES	2.25%	1/31/24	1,406.25		
INTEREST	8/1/21	8/1/21	35,000.00	00724PAA7	ADOBE INC CORP NOTE	1.70%	2/1/23	297.50		
INTEREST	8/1/21	8/1/21	125,000.00	798306WM4	SAN JUAN USD, CA TXBL GO BONDS	0.49%	8/1/23	311.88		
INTEREST	8/1/21	8/25/21	68,364.54	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	119.18		
INTEREST	8/1/21	8/25/21	275,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	528.69		
INTEREST	8/1/21	8/25/21	92,119.35	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	181.69		
INTEREST	8/1/21	8/25/21	29,767.92	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	66.21		
INTEREST	8/1/21	8/25/21	92,418.66	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	182.08		
INTEREST	8/1/21	8/25/21	322,086.51	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	632.09		
INTEREST	8/1/21	8/25/21	1,640.01	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	4.87		
INTEREST	8/1/21	8/25/21	152,880.94	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	393.67		
INTEREST	8/1/21	8/25/21	10,053.55	3137FKK39	FHMS KP05 A	3.20%	7/1/23	26.83		
INTEREST	8/1/21	8/25/21	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	627.51		
PAYDOWNS	8/1/21	8/25/21	416.84	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	416.84		0.00
PAYDOWNS	8/1/21	8/25/21	1,634.23	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	1,634.23		0.00
PAYDOWNS	8/1/21	8/25/21	860.76	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	860.76		0.00
PAYDOWNS	8/1/21	8/25/21	1,907.47	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	1,907.47		0.00
PAYDOWNS	8/1/21	8/25/21	137.15	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	137.15		0.00
PAYDOWNS	8/1/21	8/25/21	1,641.64	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	1,641.64		0.00
PAYDOWNS	8/1/21	8/25/21	257.09	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	257.09		0.00

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	8/1/21	8/25/21	24.01	3137FKK39	FHMS KP05 A	3.20%	7/1/23	24.01		0.00
BUY	8/4/21	8/9/21	700,000.00	91282CAJ0	US TREASURY NOTES	0.25%	8/31/25	(692,594.60)	0.54%	
INTEREST	8/5/21	8/5/21	480,000.00	3135G0V34	FANNIE MAE NOTES	2.50%	2/5/24	6,000.00		
BUY	8/5/21	8/9/21	200,000.00	91282CCL3	US TREASURY N/B NOTES	0.37%	7/15/24	(200,027.51)	0.38%	
SELL	8/5/21	8/9/21	100,000.00	73358W4V3	PORT AUTH OF NY/NJ TXBL REV BONDS	1.08%	7/1/23	101,580.64		1,466.00
SELL	8/5/21	8/9/21	100,000.00	73358W4V3	PORT AUTH OF NY/NJ TXBL REV BONDS	1.08%	7/1/23	101,580.64		1,093.48
INTEREST	8/6/21	8/6/21	80,000.00	69371RQ66	PACCAR FINANCIAL CORP CORPORATE NOTES	1.80%	2/6/25	720.00		
SELL	8/6/21	8/9/21	675,000.00	3135G04Q3	FANNIE MAE NOTES	0.25%	5/22/23	675,948.19		1,795.17
INTEREST	8/8/21	8/8/21	65,000.00	63743HEU2	NATIONAL RURAL UTIL COOP CORPORATE NOTES	0.35%	2/8/24	113.75		
INTEREST	8/8/21	8/8/21	65,000.00	438516BT2	HONEYWELL INTERNATIONAL (CALLABLE) NOTE	2.15%	8/8/22	698.75		
BUY	8/9/21	8/12/21	70,000.00	05565EBU8	BMW US CAPITAL LLC CORPORATE NOTES	0.75%	8/12/24	(69,993.70)	0.75%	
INTEREST	8/11/21	8/11/21	35,000.00	166756AJ5	CHEVRON USA INC CORPORATE NOTES	0.42%	8/11/23	74.55		
BUY	8/11/21	8/12/21	475,000.00	91282CAT8	US TREASURY NOTES	0.25%	10/31/25	(466,447.90)	0.70%	
SELL	8/11/21	8/12/21	480,000.00	3135G0V34	FANNIE MAE NOTES	2.50%	2/5/24	506,350.13		27,005.19
SELL	8/11/21	8/12/21	60,000.00	9128285D8	US TREASURY NOTES	2.87%	9/30/23	63,957.34		3,452.92
INTEREST	8/12/21	8/12/21	140,000.00	38141GXS8	GOLDMAN SACHS GROUP INC CORPORATE NOTES	0.85%	2/12/26	598.50		
INTEREST	8/13/21	8/13/21	70,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/25	630.00		
INTEREST	8/15/21	8/15/21	70,392.75	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	157.21		
INTEREST	8/15/21	8/15/21	35,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	9.92		
INTEREST	8/15/21	8/15/21	22,562.51	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	58.85		
INTEREST	8/15/21	8/15/21	70,000.00	44933LAC7	HART 2021-AA3	0.38%	9/15/25	22.17		
INTEREST	8/15/21	8/15/21	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	8/15/21	8/15/21	41,000.00	110122DC9	BRISTOL-MYERS SQUIBB CO CORPORATE NOTES	3.87%	8/15/25	794.38		
INTEREST	8/15/21	8/15/21	125,000.00	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/25	33.06		
INTEREST	8/15/21	8/15/21	155,000.00	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/26	40.26		
INTEREST	8/15/21	8/15/21	110,000.00	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/26	47.67		
INTEREST	8/15/21	8/15/21	23,204.06	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	58.59		
INTEREST	8/15/21	8/15/21	425,000.00	912828B66	US TREASURY NOTES	2.75%	2/15/24	5,843.75		
INTEREST	8/15/21	8/15/21	108,209.29	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	250.68		
INTEREST	8/15/21	8/15/21	70,985.44	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	110.62		
INTEREST	8/15/21	8/15/21	70,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	25.08		
INTEREST	8/15/21	8/15/21	85,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	35.42		
PAYDOWNS	8/15/21	8/15/21	3,350.63	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,350.63		0.00
PAYDOWNS	8/15/21	8/15/21	5,721.53	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	5,721.53		0.00
PAYDOWNS	8/15/21	8/15/21	5,662.18	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	5,662.18		0.00
PAYDOWNS	8/15/21	8/15/21	5,867.99	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	5,867.99		0.00
PAYDOWNS	8/15/21	8/15/21	11,940.09	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	11,940.09		0.00
INTEREST	8/16/21	8/16/21	30,085.38	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	75.72		
INTEREST	8/16/21	8/16/21	60,000.00	46647PBY1	JPMORGAN CHASE & CO CORP NOTES (CALLABLE)	0.56%	2/16/25	168.90		
PAYDOWNS	8/16/21	8/16/21	4,983.83	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	4,983.83		0.00
INTEREST	8/18/21	8/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
INTEREST	8/20/21	8/20/21	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
INTEREST	8/20/21	8/20/21	55,658.69	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	150.74		
INTEREST	8/20/21	8/20/21	60,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	22.50		

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	8/20/21	8/20/21	90,000.00	89238EAC0	TLOT 2021-AA A3	0.39%	4/22/24	29.25		
INTEREST	8/20/21	8/20/21	100,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	39.17		
INTEREST	8/20/21	8/20/21	100,000.00	92348TAA2	VZOT 2020-AA A1A	1.85%	7/22/24	154.17		
INTEREST	8/20/21	8/20/21	125,000.00	380144AC9	GMALT 2021-2 A3	0.34%	5/20/24	35.42		
PAYDOWNS	8/20/21	8/20/21	9,366.65	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	9,366.65		0.00
INTEREST	8/24/21	8/24/21	600,000.00	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/23	750.00		
INTEREST	8/25/21	8/25/21	60,000.00	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	14.50		
INTEREST	8/25/21	8/25/21	795,000.00	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/25	1,490.63		
INTEREST	8/26/21	8/26/21	325,000.00	65558TLL7	NORDEA BANK ABP NEW YORK CERT DEPOS	1.85%	8/26/22	3,022.95		
INTEREST	8/26/21	8/26/21	325,000.00	83050PDR7	SKANDINAV ENSKILDA BANK LT CD	1.86%	8/26/22	3,039.29		
BUY	8/26/21	8/27/21	100,000.00	91282CAT8	US TREASURY NOTES	0.25%	10/31/25	(98,147.25)	0.72%	
INTEREST	8/30/21	8/30/21	325,000.00	254687FK7	WALT DISNEY COMPANY/THE	1.75%	8/30/24	2,843.75		
INTEREST	8/31/21	8/31/21	300,000.00	91282CBQ3	US TREASURY NOTES	0.50%	2/28/26	750.00		
INTEREST	8/31/21	8/31/21	700,000.00	91282CAJ0	US TREASURY NOTES	0.25%	8/31/25	875.00		
INTEREST	8/31/21	8/31/21	775,000.00	912828ZC7	US TREASURY NOTES	1.12%	2/28/25	4,359.38		
MATURITY	9/1/21	9/1/21	5.78	3136B1XP4	FNA 2018-M5 A2	3.56%	9/1/21	5.80		0.00
INTEREST	9/1/21	9/25/21	275,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	528.69		
INTEREST	9/1/21	9/25/21	68,227.39	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	156.05		
INTEREST	9/1/21	9/25/21	27,860.45	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	61.97		
INTEREST	9/1/21	9/25/21	10,029.54	3137FKK39	FHMS KP05 A	3.20%	7/1/23	26.77		
INTEREST	9/1/21	9/25/21	90,777.02	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	172.48		
INTEREST	9/1/21	9/25/21	91,702.51	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	181.90		

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	9/1/21	9/25/21	321,225.75	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	630.41		
INTEREST	9/1/21	9/25/21	152,623.85	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	393.01		
INTEREST	9/1/21	9/25/21	300,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	627.51		
PAYDOWNS	9/1/21	9/25/21	750.20	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	750.20		0.00
PAYDOWNS	9/1/21	9/25/21	1,913.85	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/1/23	1,913.85		0.00
PAYDOWNS	9/1/21	9/25/21	24.14	3137FKK39	FHMS KP05 A	3.20%	7/1/23	24.14		0.00
PAYDOWNS	9/1/21	9/25/21	967.85	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	967.85		0.00
PAYDOWNS	9/1/21	9/25/21	200.39	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	200.39		0.00
PAYDOWNS	9/1/21	9/25/21	257.92	3137BM6P6	FHLMC SERIES K721 A2	3.09%	8/1/22	257.92		0.00
PAYDOWNS	9/1/21	9/25/21	863.62	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	863.62		0.00
BUY	9/2/21	9/7/21	725,000.00	91282CBQ3	US TREASURY NOTES	0.50%	2/28/26	(718,613.07)	0.70%	
SELL	9/2/21	9/7/21	320,000.00	22535CDV0	CREDIT AGRICOLE CIB NY CERT DEPOS	2.83%	4/1/22	328,773.81		4,899.85
SELL	9/3/21	9/7/21	385,000.00	3137EAER6	FREDDIE MAC NOTES	0.37%	5/5/23	386,809.82		1,410.05
INTEREST	9/7/21	9/7/21	130,000.00	24422EUX5	JOHN DEERE CAPITAL CORP CORP NOTES	2.60%	3/7/24	1,690.00		
INTEREST	9/7/21	9/7/21	250,000.00	58933YAU9	MERCK & CO INC	2.90%	3/7/24	3,625.00		
BUY	9/7/21	9/9/21	110,000.00	02665WDY4	AMERICAN HONDA FINANCE CORPORATE NOTES	0.75%	8/9/24	(109,927.40)	0.77%	
BUY	9/7/21	9/14/21	245,000.00	641062AU8	NESTLE HOLDINGS INC CORP NOTES (CALLABLE	0.60%	9/14/24	(245,000.00)	0.61%	
INTEREST	9/8/21	9/8/21	1,020,000.00	3137EAEW5	FREDDIE MAC NOTES	0.25%	9/8/23	1,275.00		
SELL	9/8/21	9/9/21	110,000.00	3137EAES4	FREDDIE MAC NOTES	0.25%	6/26/23	110,150.36		286.73
SELL	9/10/21	9/14/21	150,000.00	3137EAES4	FREDDIE MAC NOTES	0.25%	6/26/23	150,220.75		399.50
SELL	9/10/21	9/14/21	65,000.00	438516BT2	HONEYWELL INTERNATIONAL (CALLABLE) NOTE	2.15%	8/8/22	66,211.60		1,091.50
INTEREST	9/14/21	9/14/21	100,000.00	14913R2F3	CATERPILLAR FINL SERVICE CORPORATE NOTES	0.45%	9/14/23	225.00		

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	9/15/21	9/15/21	65,263.91	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	101.70		
INTEREST	9/15/21	9/15/21	17,336.07	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	43.77		
INTEREST	9/15/21	9/15/21	300,000.00	717081EN9	PFIZER INC CORP NOTES (CALLABLE)	3.20%	9/15/23	4,800.00		
INTEREST	9/15/21	9/15/21	155,000.00	14317DAC4	CARMX 2021-3 A3	0.55%	6/15/26	71.04		
INTEREST	9/15/21	9/15/21	70,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	25.08		
INTEREST	9/15/21	9/15/21	340,000.00	650036DT0	NY ST URBAN DEV CORP TXBL REV BONDS	0.87%	3/15/25	1,479.00		
INTEREST	9/15/21	9/15/21	125,000.00	50117XAE2	KCOT 2021-2A A3	0.56%	11/17/25	58.33		
INTEREST	9/15/21	9/15/21	64,730.57	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	144.57		
INTEREST	9/15/21	9/15/21	70,000.00	44933LAC7	HART 2021-A A3	0.38%	9/15/25	22.17		
INTEREST	9/15/21	9/15/21	85,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	35.42		
INTEREST	9/15/21	9/15/21	19,211.88	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	50.11		
INTEREST	9/15/21	9/15/21	96,269.20	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	223.02		
INTEREST	9/15/21	9/15/21	125,000.00	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	196.88		
INTEREST	9/15/21	9/15/21	110,000.00	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/26	47.67		
INTEREST	9/15/21	9/15/21	250,000.00	88579YAX9	3M COMPANY CORP NOTES	2.25%	3/15/23	2,812.50		
INTEREST	9/15/21	9/15/21	35,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	9.92		
PAYDOWNS	9/15/21	9/15/21	5,369.70	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	5,369.70		0.00
PAYDOWNS	9/15/21	9/15/21	5,427.91	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	5,427.91		0.00
PAYDOWNS	9/15/21	9/15/21	5,658.48	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	5,658.48		0.00
PAYDOWNS	9/15/21	9/15/21	3,270.09	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,270.09		0.00
PAYDOWNS	9/15/21	9/15/21	10,881.41	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	10,881.41		0.00
BUY	9/15/21	9/23/21	330,000.00	4581X0DZ8	INTER-AMERICAN DEVEL BK NOTES	0.50%	9/23/24	(329,755.80)	0.52%	

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	9/16/21	9/16/21	25,101.55	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	63.17		
INTEREST	9/16/21	9/16/21	125,000.00	05531FBJ1	BB&T CORPORATION NOTES (CALLABLE)	2.20%	3/16/23	1,375.00		
PAYDOWNS	9/16/21	9/16/21	4,559.84	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	4,559.84		0.00
INTEREST	9/18/21	9/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
INTEREST	9/18/21	9/18/21	105,000.00	808513BN4	CHARLES SCHWAB CORP NOTES (CALLABLE)	0.75%	3/18/24	393.75		
INTEREST	9/20/21	9/20/21	90,000.00	89238EAC0	TLOT 2021-A A3	0.39%	4/22/24	29.25		
INTEREST	9/20/21	9/20/21	125,000.00	380144AC9	GMALT 2021-2 A3	0.34%	5/20/24	35.42		
INTEREST	9/20/21	9/20/21	100,000.00	92348TAA2	VZOT 2020-AA1A	1.85%	7/22/24	154.17		
INTEREST	9/20/21	9/20/21	46,292.04	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	125.37		
INTEREST	9/20/21	9/20/21	175,000.00	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	282.92		
INTEREST	9/20/21	9/20/21	100,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	39.17		
INTEREST	9/20/21	9/20/21	60,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	22.50		
PAYDOWNS	9/20/21	9/20/21	8,627.47	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	8,627.47		0.00
BUY	9/20/21	9/27/21	95,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/26	(94,979.66)	0.58%	
SELL	9/22/21	9/23/21	350,000.00	3137EAES4	FREDDIE MAC NOTES	0.25%	6/26/23	350,505.46		892.27
SELL	9/22/21	9/23/21	15,000.00	9128285D8	US TREASURY NOTES	2.87%	9/30/23	16,006.01		828.70
INTEREST	9/23/21	9/23/21	295,000.00	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/25	553.13		
INTEREST	9/25/21	9/25/21	60,000.00	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	14.50		
INTEREST	9/30/21	9/30/21	500,000.00	912828YH7	US TREASURY NOTES	1.50%	9/30/24	3,750.00		
INTEREST	9/30/21	9/30/21	395,000.00	9128285D8	US TREASURY NOTES	2.87%	9/30/23	5,678.13		
INTEREST	9/30/21	9/30/21	650,000.00	912828W71	US TREASURY NOTES	2.12%	3/31/24	6,906.25		
TOTALS								(29,601.98)		48,497.70

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 10/01/2018 2.875% 09/30/2023	9128285D8	245,000.00	AA+	Aaa	10/31/2018	10/31/2018	243,803.71	2.98	19.35	244,514.15	257,594.52
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	11.85	149,536.80	157,710.93
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	543,192.24	571,398.41
US TREASURY NOTES 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	10,614.13	1,602,515.60	1,681,500.00
US TREASURY NOTES DTD 01/03/2017 2.250% 12/31/2023	912828V23	980,000.00	AA+	Aaa	1/30/2019	1/31/2019	965,912.50	2.56	5,572.42	973,556.64	1,021,956.25
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	1,200,000.00	AA+	Aaa	2/2/2021	2/3/2021	1,198,125.00	0.18	317.93	1,198,543.22	1,193,625.00
US TREASURY 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	473.85	124,399.47	130,488.28
US TREASURY NOTES DTD 02/18/2014 2.750% 02/15/2024	912828B66	425,000.00	AA+	Aaa	3/1/2019	3/6/2019	428,303.71	2.58	1,492.70	426,585.12	448,972.64
US TREASURY NOTES 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	37.95	647,168.95	677,726.53
US TREASURY 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	2,510.87	298,020.96	312,187.50
US TREASURY 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	1,228,373.14	1,275,339.91
US TREASURY NOTES DTD 06/30/2019 1.750% 06/30/2024	9128286Z8	200,000.00	AA+	Aaa	7/1/2019	7/3/2019	199,546.88	1.80	884.51	199,750.83	207,062.50
US TREASURY NOTES DTD 06/30/2019 1.750% 06/30/2024	9128286Z8	275,000.00	AA+	Aaa	12/11/2019	12/12/2019	275,708.98	1.69	1,216.20	275,427.86	284,710.94
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	200,000.00	AA+	Aaa	8/5/2021	8/9/2021	199,976.56	0.38	158.97	199,977.72	199,437.50
US 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	20.60	499,677.77	514,687.50

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 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	2,197.01	351,601.74	360,281.25
US 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	3,609.38	571,769.86	591,890.63
US 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	231.66	99,905.22	102,531.25
US TREASURY NOTES DTD 02/29/2020 1.125% 02/28/2025	912828ZC7	775,000.00	AA+	Aaa	3/2/2020	3/4/2020	785,837.89	0.84	746.63	782,411.64	787,835.94
US TREASURY NOTES DTD 04/30/2020 0.375% 04/30/2025	912828ZL7	400,000.00	AA+	Aaa	6/3/2020	6/5/2020	399,875.00	0.38	627.72	399,908.73	395,625.00
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	325,000.00	AA+	Aaa	6/30/2020	6/30/2020	324,873.05	0.26	273.05	324,905.42	319,566.39
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	425,000.00	AA+	Aaa	5/4/2021	5/6/2021	418,824.22	0.61	357.07	419,439.30	417,894.51
US TREASURY NOTES DTD 05/31/2020 0.250% 05/31/2025	912828ZT0	325,000.00	AA+	Aaa	6/10/2021	6/10/2021	321,039.06	0.56	273.05	321,347.53	319,566.39
US TREASURY NOTES DTD 06/30/2020 0.250% 06/30/2025	912828ZW3	725,000.00	AA+	Aaa	6/28/2021	6/29/2021	711,774.41	0.71	458.05	712,624.76	712,085.94
US TREASURY NOTES DTD 07/31/2020 0.250% 07/31/2025	91282CAB7	400,000.00	AA+	Aaa	7/1/2021	7/7/2021	392,281.25	0.73	168.48	392,728.26	392,375.00
US TREASURY NOTES DTD 08/31/2020 0.250% 08/31/2025	91282CAJ0	700,000.00	AA+	Aaa	8/4/2021	8/9/2021	691,824.22	0.54	149.86	692,116.41	685,781.25
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	475,000.00	AA+	Aaa	8/11/2021	8/12/2021	466,112.30	0.70	496.94	466,400.67	464,164.06
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	100,000.00	AA+	Aaa	8/26/2021	8/27/2021	98,066.41	0.72	104.62	98,110.76	97,718.75
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	300,000.00	AA+	Aaa	12/1/2020	12/3/2020	299,343.75	0.42	378.07	299,452.47	294,281.25
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	300,000.00	AA+	Aaa	1/7/2021	1/11/2021	298,804.69	0.46	284.31	298,977.89	294,000.00

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 01/31/2021 0.375% 01/31/2026	91282CBH3	200,000.00	AA+	Aaa	2/25/2021	2/26/2021	196,812.50	0.70	126.36	197,196.77	195,718.76
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	725,000.00	AA+	Aaa	9/2/2021	9/7/2021	718,542.97	0.70	310.43	718,637.75	712,765.63
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	300,000.00	AA+	Aaa	3/1/2021	3/3/2021	296,800.78	0.72	128.45	297,172.82	294,937.50
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	700,000.00	AA+	Aaa	6/3/2021	6/8/2021	696,964.84	0.84	1,764.34	697,156.83	694,093.75
Security Type Sub-Total		16,825,000.00					16,735,069.74	1.41	48,178.19	16,753,105.30	17,067,511.66
Supra-National Agency Bond / Note											
INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	235,000.00	AAA	Aaa	4/13/2021	4/20/2021	234,513.55	0.23	131.38	234,622.83	234,622.59
INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	175,000.00	AAA	Aaa	4/17/2020	4/24/2020	174,940.50	0.51	308.68	174,968.27	175,717.15
INTL BK RECON & DEVELOP NOTES DTD 11/24/2020 0.250% 11/24/2023	459058JM6	200,000.00	AAA	Aaa	11/17/2020	11/24/2020	199,570.00	0.32	176.39	199,692.13	199,619.80
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	330,000.00	AAA	Aaa	9/15/2021	9/23/2021	329,755.80	0.52	36.67	329,757.58	329,472.33
Security Type Sub-Total		940,000.00					938,779.85	0.41	653.12	939,040.81	939,431.87
Municipal Bond / Note											
CT ST TXBL GO BONDS DTD 06/11/2020 2.500% 07/01/2022	20772KJU4	35,000.00	A+	Aa3	5/29/2020	6/11/2020	35,588.70	1.66	218.75	35,214.29	35,589.05
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	70,000.00	NR	NR	11/13/2020	11/24/2020	70,000.00	1.33	232.23	70,000.00	70,480.20
SAN JUAN USD, CA TXBL GO BONDS DTD 10/29/2020 0.499% 08/01/2023	798306WM4	125,000.00	NR	Aa2	10/16/2020	10/29/2020	125,000.00	0.50	103.96	125,000.00	125,488.75

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
Municipal Bond / Note											
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	70,000.00	A+	A2	1/22/2021	2/4/2021	70,000.00	0.90	156.98	70,000.00	70,203.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.870% 03/15/2025	650036DT0	340,000.00	AA+	NR	12/16/2020	12/23/2020	340,000.00	0.87	131.47	340,000.00	339,184.00
CT ST T/E GO BONDS DTD 06/25/2020 2.000% 06/01/2025	20772KKK4	100,000.00	A+	Aa3	6/12/2020	6/25/2020	105,097.00	0.94	666.67	103,787.39	106,007.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	255,000.00	AA	Aa3	9/3/2020	9/16/2020	255,000.00	1.26	801.98	255,000.00	257,710.65
Security Type Sub-Total		995,000.00					1,000,685.70	0.99	2,312.04	999,001.68	1,004,662.65
Federal Agency Commercial Mortgage-Backed Security											
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	320,362.13	AA+	Aaa	8/14/2019	8/19/2019	324,266.54	1.92	628.71	321,380.19	324,291.62
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	125,000.00	AA+	Aaa	9/4/2019	9/9/2019	126,845.70	1.78	240.31	125,530.84	126,744.95
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	150,000.00	AA+	Aaa	9/6/2019	9/11/2019	151,746.09	1.89	288.38	150,503.14	152,093.94
FHLMC SERIES K721 A2 DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	152,365.93	AA+	Aaa	4/4/2018	4/9/2018	153,663.42	2.88	392.34	152,616.37	154,641.26
FNA 2013-M1 A2 DTD 01/01/2013 2.365% 08/01/2022	3136ABPW7	90,952.31	AA+	Aaa	9/10/2019	9/13/2019	91,652.21	2.09	179.22	91,154.37	91,232.99
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	300,000.00	AA+	Aaa	8/12/2019	8/15/2019	305,531.25	1.92	627.50	301,865.74	305,870.58
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	90,576.63	AA+	Aaa	9/4/2019	9/9/2019	91,763.27	1.86	172.10	91,005.39	91,594.10
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2013 2.669% 02/01/2023	3137B5JL8	25,946.60	AA+	Aaa	6/13/2018	6/18/2018	25,813.83	2.79	57.71	25,908.24	26,265.40

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 Commercial Mortgage-Backed Security											
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	10,005.40	AA+	Aaa	12/7/2018	12/17/2018	10,005.37	3.20	26.71	10,005.39	10,270.00
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	67,259.54	AA+	Aaa	11/20/2019	11/26/2019	67,257.88	2.09	117.26	67,258.55	68,532.12
Security Type Sub-Total		1,332,468.54					1,348,545.56	2.06	2,730.24	1,337,228.22	1,351,536.96
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	600,000.00	AA+	Aaa	8/19/2020	8/21/2020	599,388.00	0.28	154.17	599,614.30	599,836.80
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	575,000.00	AA+	Aaa	9/2/2020	9/4/2020	574,810.25	0.26	91.84	574,877.93	574,618.77
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	445,000.00	AA+	Aaa	9/2/2020	9/4/2020	445,081.26	0.24	71.08	445,052.28	444,704.97
FREDDIE MAC NOTES DTD 11/05/2020 0.250% 11/06/2023	3137EAEZ8	340,000.00	AA+	Aaa	11/3/2020	11/5/2020	339,694.00	0.28	342.36	339,786.14	339,471.98
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAFA2	275,000.00	AA+	Aaa	12/2/2020	12/4/2020	274,727.75	0.28	223.44	274,802.59	274,438.18
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	309,048.34	325,113.23
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	290,000.00	AA+	Aaa	4/22/2020	4/24/2020	289,402.60	0.67	800.52	289,574.55	289,599.22
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	395,000.00	AA+	Aaa	7/21/2020	7/23/2020	393,032.90	0.48	288.02	393,502.03	388,950.97
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	795,000.00	AA+	Aaa	8/25/2020	8/27/2020	791,279.40	0.47	298.13	792,095.32	783,133.04
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	295,000.00	AA+	Aaa	9/23/2020	9/25/2020	294,112.05	0.44	24.58	294,292.66	290,395.64
Security Type Sub-Total		4,315,000.00					4,315,517.75	0.55	5,525.23	4,312,646.14	4,310,262.80

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											
CITIGROUP INC CORP NOTES DTD 10/27/2017 2.700% 10/27/2022	172967LQ2	150,000.00	BBB+	A3	12/31/2018	12/31/2018	144,601.50	3.72	1,732.50	148,487.96	153,552.00
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	99.17	34,978.61	35,658.25
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	247,129.31	256,481.00
BB&T CORPORATION NOTES (CALLABLE) 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	124,961.54	128,284.00
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	100,000.00	A-	A2	3/15/2019	3/22/2019	100,000.00	3.21	1,603.50	100,000.00	101,367.30
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	75,000.00	A+	A1	4/29/2020	5/1/2020	74,851.50	0.82	234.38	74,921.75	75,595.28
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	75,000.00	AA-	Aa2	5/7/2020	5/11/2020	75,000.00	1.14	332.79	75,000.00	76,044.90
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	140,000.00	AA+	Aa1	5/4/2020	5/11/2020	139,619.20	0.84	408.33	139,795.86	141,028.58
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	300,000.00	A-	A3	1/11/2019	1/15/2019	302,661.00	3.15	3,825.00	300,962.49	313,883.40
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	150,000.00	AA	A1	6/1/2020	6/3/2020	149,790.00	0.45	196.67	149,883.01	150,313.05
CHEVRON USA INC CORPORATE NOTES DTD 08/12/2020 0.426% 08/11/2023	166756AJ5	35,000.00	AA-	Aa2	8/10/2020	8/12/2020	35,000.00	0.43	20.71	35,000.00	35,049.56
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 09/14/2020 0.450% 09/14/2023	14913R2F3	100,000.00	A	A2	9/9/2020	9/14/2020	99,932.00	0.47	21.25	99,955.72	100,176.40

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											
PFIZER INC CORP NOTES (CALLABLE) DTD 09/07/2018 3.200% 09/15/2023	717081EN9	300,000.00	A+	A2	1/11/2019	1/15/2019	301,983.00	3.05	426.67	300,809.56	315,709.50
BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP DTD 11/13/2020 0.537% 11/13/2023	110122DT2	160,000.00	A+	A2	11/9/2020	11/13/2020	160,000.00	0.54	329.36	160,000.00	160,018.56
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	110,000.00	BBB+	A2	11/16/2020	11/19/2020	110,000.00	0.63	256.72	110,000.00	110,141.46
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 01/08/2019 3.350% 01/08/2024	89236TFS9	150,000.00	A+	A1	1/11/2019	1/15/2019	149,883.00	3.37	1,158.54	149,946.68	158,995.35
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 01/25/2021 0.529% 01/25/2024	6174468W2	190,000.00	BBB+	A1	1/20/2021	1/25/2021	190,000.00	0.53	184.27	190,000.00	190,019.95
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/08/2021 0.350% 02/08/2024	63743HEU2	65,000.00	A-	A2	2/1/2021	2/8/2021	64,955.15	0.37	33.49	64,964.78	64,579.65
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	129,886.22	136,384.56
MERCK & CO INC DTD 03/07/2019 2.900% 03/07/2024	58933YAU9	250,000.00	A+	A1	3/13/2019	3/15/2019	251,002.50	2.81	483.33	250,489.40	263,560.00
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	105,000.00	A	A2	3/16/2021	3/18/2021	104,947.50	0.77	28.44	104,956.94	105,381.68
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	170,000.00	A-	A3	5/7/2020	5/11/2020	186,250.30	1.20	2,900.39	180,370.56	182,742.69
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	245,000.00	AA	A1	5/10/2021	5/12/2021	244,642.30	0.50	425.69	244,688.64	244,510.98

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											
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	155,000.00	A-	A3	5/25/2021	5/28/2021	154,986.05	0.70	370.71	154,987.65	154,989.77
JPMORGAN CHASE & CO CORPORATE NOTES DTD 05/27/2020 1.514% 06/01/2024	46647PBQ8	100,000.00	A-	A2	5/19/2020	5/27/2020	100,000.00	1.51	504.67	100,000.00	101,630.50
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 09/09/2021 0.750% 08/09/2024	02665WDY4	110,000.00	A-	A3	9/7/2021	9/9/2021	109,927.40	0.77	50.42	109,928.90	110,009.35
BMW US CAPITAL LLC CORPORATE NOTES DTD 08/12/2021 0.750% 08/12/2024	05565EBU8	70,000.00	A	A2	8/9/2021	8/12/2021	69,993.70	0.75	71.46	69,993.99	70,100.66
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.750% 08/30/2024	254687FK7	325,000.00	BBB+	A2	9/3/2019	9/6/2019	323,674.00	1.84	489.76	324,224.80	334,962.55
NESTLE HOLDINGS INC CORP NOTES (CALLABLE) DTD 09/14/2021 0.606% 09/14/2024	641062AU8	245,000.00	AA-	Aa3	9/7/2021	9/14/2021	245,000.00	0.61	70.11	245,000.00	245,005.39
BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	300,000.00	A-	A2	10/16/2020	10/21/2020	300,000.00	0.81	1,059.75	300,000.00	301,155.90
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	110,312.88	114,286.59
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 02/06/2020 1.800% 02/06/2025	69371RQ66	80,000.00	A+	A1	10/22/2020	10/29/2020	83,608.80	0.73	220.00	82,829.71	82,258.16
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	50,000.00	A+	A1	5/20/2020	5/26/2020	50,488.50	1.58	120.00	50,348.81	51,310.00
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	20,000.00	A+	A1	5/20/2020	5/26/2020	20,195.40	1.58	48.00	20,139.52	20,524.00

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											
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	60,000.00	A-	A2	2/9/2021	2/16/2021	60,000.00	0.56	42.23	60,000.00	59,699.40
BURLINGTON NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	110,000.00	AA-	A3	3/5/2021	3/9/2021	118,429.30	1.07	1,650.00	117,183.65	117,313.13
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	115,000.00	A	A1	3/11/2021	3/15/2021	117,725.50	1.01	802.44	117,354.68	117,286.55
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	125,000.00	BBB+	A3	4/27/2021	5/4/2021	125,000.00	0.98	500.72	125,000.00	125,302.38
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	135,000.00	A-	A2	5/24/2021	6/1/2021	135,000.00	0.82	370.80	135,000.00	134,466.75
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 07/15/2020 3.875% 08/15/2025	110122DC9	41,000.00	A+	A2	9/29/2020	9/30/2020	46,849.88	0.88	203.01	45,581.48	45,044.49
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 02/12/2021 0.855% 02/12/2026	38141GXS8	140,000.00	BBB+	A2	2/12/2021	2/17/2021	140,285.60	0.81	162.93	140,250.15	138,434.52
UNITEDHEALTH GROUP INC CORPORATE NOTES DTD 05/19/2021 1.150% 05/15/2026	91324PEC2	250,000.00	A+	A3	5/17/2021	5/19/2021	249,565.00	1.19	1,054.17	249,597.23	250,181.75
Security Type Sub-Total		5,951,000.00					5,977,741.83	1.56	24,089.71	5,974,922.48	6,073,439.94
Certificate of Deposit											
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	250,000.00	A-1	P-1	7/10/2020	7/14/2020	250,000.00	0.70	413.19	250,000.00	250,964.75

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
Certificate of Deposit											
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	325,000.00	A-1+	P-1	8/27/2019	8/29/2019	325,000.00	1.84	601.25	325,000.00	329,796.68
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	325,000.00	A-1	P-1	8/29/2019	9/3/2019	325,000.00	1.85	604.50	325,000.00	329,825.93
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	325,000.00	AA-	Aa2	12/4/2019	12/6/2019	325,000.00	2.03	2,228.42	325,000.00	331,881.55
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	255,000.00	A+	A1	3/19/2021	3/23/2021	255,000.00	0.59	802.40	255,000.00	255,763.98
Security Type Sub-Total		1,480,000.00					1,480,000.00	1.48	4,649.76	1,480,000.00	1,498,232.89
Asset-Backed Security											
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	11,677.59	AAA	Aaa	7/17/2018	7/25/2018	11,677.15	3.03	15.73	11,677.46	11,701.14
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	37,664.57	AAA	Aaa	11/15/2018	11/21/2018	37,662.98	3.25	37.40	37,664.01	37,903.81
GMCAR 2018-3 A3 DTD 07/18/2018 3.020% 05/16/2023	36255JAD6	20,541.71	AAA	NR	7/11/2018	7/18/2018	20,536.91	3.03	25.85	20,540.10	20,641.52
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	15,941.79	AAA	NR	7/18/2018	7/25/2018	15,939.62	3.13	22.18	15,941.03	16,037.88
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	60,000.00	AAA	Aaa	9/22/2020	9/29/2020	59,994.25	0.45	8.25	59,996.25	60,093.51
FORDO 2019-AA A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	85,387.79	NR	Aaa	3/19/2019	3/22/2019	85,373.42	2.78	105.50	85,381.53	86,134.51
NALT 2020-B A3 DTD 09/29/2020 0.430% 10/16/2023	65480EAD3	70,000.00	AAA	Aaa	9/22/2020	9/29/2020	69,992.80	0.43	13.38	69,995.18	70,111.08
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	60,000.00	AAA	Aaa	3/2/2021	3/10/2021	59,998.10	0.29	2.90	59,998.47	60,042.77

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	59,360.87	AAA	NR	4/9/2019	4/17/2019	59,354.81	2.68	70.71	59,357.84	60,148.67
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	174,992.40	176,721.35
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	90,000.00	AAA	Aaa	4/13/2021	4/21/2021	89,989.50	0.39	10.73	89,991.06	90,109.77
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	125,000.00	AAA	NR	5/18/2021	5/26/2021	124,980.38	0.35	12.99	124,982.68	124,994.25
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	100,000.00	AAA	Aaa	1/21/2020	1/29/2020	99,988.29	1.85	56.53	99,992.66	101,314.74
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	59,836.00	AAA	Aaa	1/21/2020	1/29/2020	59,822.95	1.87	49.73	59,827.58	60,335.82
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	1.89	105.00	124,983.54	127,194.65
HAROT 2020-3 A3 DTD 09/29/2020 0.370% 10/18/2024	43813KAC6	125,000.00	AAA	NR	9/22/2020	9/29/2020	124,981.64	0.37	16.70	124,986.19	125,148.09
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	100,000.00	NR	Aaa	8/4/2020	8/12/2020	99,979.00	0.47	14.36	99,984.27	100,227.41
CARMX 2020-4 A3 DTD 10/21/2020 0.500% 08/15/2025	14316HAC6	85,000.00	AAA	NR	10/14/2020	10/21/2020	84,981.29	0.50	18.89	84,984.96	85,201.79
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	70,000.00	AAA	NR	4/20/2021	4/28/2021	69,992.64	0.38	11.82	69,993.36	69,955.77
KCOT 2021-2A A3 DTD 07/28/2021 0.560% 11/17/2025	50117XAE2	125,000.00	NR	Aaa	7/20/2021	7/28/2021	124,995.29	0.56	31.11	124,995.48	124,709.56
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	35,000.00	AAA	NR	1/20/2021	1/27/2021	34,993.08	0.34	5.29	34,994.04	34,921.70
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	110,000.00	AAA	NR	4/13/2021	4/21/2021	109,976.30	0.52	25.42	109,978.49	110,175.36
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	155,000.00	AAA	Aaa	7/21/2021	7/28/2021	154,974.50	0.55	37.89	154,975.43	154,866.34

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											
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	95,000.00	AAA	Aaa	9/20/2021	9/27/2021	94,979.66	0.58	6.12	94,979.70	94,756.73
Security Type Sub-Total		1,995,410.32					1,995,124.22	1.08	808.22	1,995,193.71	2,003,448.22
Managed Account Sub Total		33,833,878.86					33,791,464.65	1.30	88,946.51	33,791,138.34	34,248,526.99
Money Market Mutual Fund											
PFM Funds - Govt Select, Instl CI		25,195.12	AAA	NR			25,195.12		0.00	25,195.12	25,195.12
Liquid Sub Total		25,195.12					25,195.12		0.00	25,195.12	25,195.12
Securities Sub-Total		\$33,859,073.98					\$33,816,659.77	1.30%	\$88,946.51	\$33,816,333.46	\$34,273,722.11
Accrued Interest											\$88,946.51
Total Investments											\$34,362,668.62

Bolded items are forward settling trades.

Important Disclosures

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- 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 or Bloomberg. 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.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **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 Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **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.
- **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.

Glossary

- 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.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- 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.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 10E

November 16, 2021

CONSENT AGENDA

General Motion to Waive Full Reading and Read Ordinance by Title Only Pursuant to California Government Code Section 36934

RECOMMENDATION(S)

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

BACKGROUND

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 11

November 16, 2021

NEW BUSINESS

Introduction of Ordinance No. 1119 Repealing and Replacing Chapter 50 (Collection of Solid Waste and Recyclables) of Title V of the Santa Fe Springs Municipal Code

RECOMMENDATION

- Introduce by title only and waive further reading of Ordinance No. 1119:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS REPEALING AND REPLACING CHAPTER 50 (COLLECTION OF SOLID WASTE AND RECYCLABLES) OF TITLE V OF THE SANTA FE SPRINGS MUNICIPAL CODE

BACKGROUND

At the City Council meeting of September 9, 2009, Ordinance No. 1003 amending Chapter 50 of the City Code regarding Solid Waste was passed. In June of 2016, the City of Santa Fe Springs tasked the Solid Waste and Recycling consulting firm of MuniEnvironmental, LLC to review Chapter 50 of the City Ordinance to prepare recommendations for the City to consider. The consultant found that the existing Ordinance was deficient, did not address current regulatory recycling requirements, lacked measures to enforce rogue haulers, and needed language that coincides with current solid waste collection and recycling efforts.

As a result, at the City Council of March 8, 2019, Ordinance No. 1101 was approved. Ordinance No. 1101 repealed Chapter 50 (Garbage and Refuse) and replaced it with a new Chapter 50 (Collection of Solid Waste and Recyclables). It was necessary to repeal Chapter 50 because it did not contain language that addressed requirements from CalRecycle and the CalGreen Building code. The new Ordinance also proposed a new Recycling Permit program and addressed Construction Debris recycling requirements.

Staff is again requesting that existing Chapter 50 (Collection of Solid Waste and Recyclables) of Ordinance No. 1101 be repealed and replaced by new Ordinance No. 1119. It is necessary to repeal Ordinance No. 1101 and replace it with Ordinance 1119, to address issues including, but not limited to:

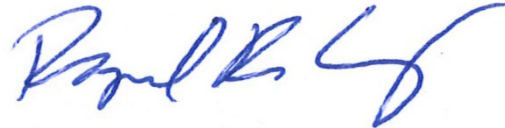
- New Definitions
- New State Law Requirements Pursuant to SB 1383
- Requirements for Food Service Organizations
- Requirements for Tier I and Tier II Commercial Edible Food Generators
- Requirements for Large Venue or Large Event Edible Food Generators
- Requirements for Commercial Food Generators
- Organic Recycling Waivers
- New Procurement Requirements

Report Submitted By: Maribel Garcia
City Manager's Office

Date of Report: November 19, 2021

FISCAL IMPACT

Adoption of Ordinance No. 1119 will not have any fiscal impact. The implementation of Ordinance No. 1119 may have fiscal impacts, but those impacts are unknown at this time.



Raymond R. Cruz
City Manager

Attachment:
Ordinance No. 1119

ORDINANCE NO. 1119

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS
REPEALING AND REPLACING CHAPTER 50 (COLLECTION OF SOLID WASTE
AND RECYCLABLES) OF TITLE V OF THE SANTA FE SPRINGS MUNICIPAL
CODE**

WHEREAS, Chapter 50 (Collection of Solid Waste and Recyclables) of the Santa Fe Springs Municipal Code was last amended by Ordinance No. 1101 adopted by the City Council on March 8, 2019, to address requirements from CalRecycle, the CalGreen Building Code, Construction Debris recycling requirements and a new Recycling Permit program; and

WHEREAS, the City Council determines that Chapter 50 should be further revised at this time to address issues including, but not limited to: New definitions, new state law requirements pursuant to SB 1383; requirements for food service organizations; requirements for Tier I and Tier II commercial edible food generators; requirements for large venue or large event edible food generators; requirements for commercial food generators; organic recycling waivers; and new procurement requirements.

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 50 (Collection of Solid Waste and Recyclables) of Title V (Public Works) of the Santa Fe Springs Municipal Code is hereby repealed in its entirety and replaced with a new Chapter 50 (Collection of Solid Waste and Recyclables) as set forth in Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. In compliance with the California Environmental Quality Act (CEQA), the City Council in its independent judgment has determined that the herein Municipal Code Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of CEQA, in that it can be seen with certainty that there is no possibility that Amendment would have a significant effect on the environment.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance, including the vote for and against and shall post a certified copy of this ordinance, within 15 days after its passage to be posted in at least three (3) public places within the City as established by ordinance, and, in compliance with Section 36933 of the Government Code.

PASSED and ADOPTED this 16th day of November 2021, by the following roll call vote:

AYES:

1ST READING:
2ND READING:

APPROVED:
ITEM NO.:

NOES:
ABSENT:
ABSTAIN:

ATTEST:

John M. Mora, Mayor

Janet Martinez, CMC, City Clerk

1ST READING:
2ND READING:

CHAPTER 50: COLLECTION OF SOLID WASTE AND RECYCLABLES

Section

General Provisions

- 50.001 Definitions
- 50.002 Burning
- 50.003 Dumping on public or private property

Collection and Disposal

- 50.020 Solid waste franchise/recyclable dealer permit required
- 50.021 Permit application; consideration by City Council
- 50.022 Fee(s)
- 50.023 Mandatory service; violation; fees and penalties
- 50.024 Required compliance with all laws, regulations
- 50.025 Number of permittees allowed; type of material collected
- 50.026 Compliance with diversion requirements
- 50.026.01 Organic Recycling Waivers
- 50.027 Cooperation with city
- 50.028 Educational materials and public awareness programs
- 50.029 Cost recovery special fund
- 50.030 Recyclable dealers tonnage reports, fees, penalty for late payment, and record retention
- 50.031 Commercial and residential collection and disposal rates
- 50.032 Commercial and residential franchise quarterly reports, penalty for late payment, and record retention
- 50.033 Duration of residential and/or commercial franchise
- 50.034 Duration of recyclable dealer permit
- 50.035 Transferability
- 50.036 Suspension of permit by City Manager
- 50.037 Revocation
- 50.038 Appeal to City Council

Means of Collection and Disposal

- 50.050 Residential franchise - frequency and routes of collection
- 50.051 Commercial franchise - frequency and routes of collection
- 50.052 Interference with the collection
- 50.053 Flow control
- 50.054 Maintenance of equipment; vehicles to have name of collector on sides
- 50.055 Receptacles required for residential property; specifications

- 50.056 Placement of residential and commercial bins
- 50.057 Method of keeping contests for collection
- 50.062 Disposal of solid waste by franchisee; method of designating the means of disposal of non-residential waste
- 50.063 Illegal trash containers; bin impoundment; fees and penalties

Recycling and Disposal of Construction, Demolition and Renovation Debris

- 50.075 Waste management plan requirement
- 50.076 Submission of waste management plan
- 50.077 Review of waste management plan
- 50.078 Compliance with waste management plan
- 50.079 Non-compliance of waste management plan

Miscellaneous

- 50.080 Commercial Edible Food Generators and food recovery organizations and services
- 50.081 Procurement

GENERAL PROVISIONS

§ 50.001 DEFINITIONS.

The following definitions shall apply to this chapter as written unless context indicates or requires a different meaning:

AB 341. AB 341 (Chesbro, Chapter 476, Statutes of 2011), which sets forth the requirements of the statewide mandatory commercial recycling program.

AB 939 or THE ACT. The California Integrated Waste Management Act of 1989, and subsequent mandatory recycling legislation as may be amended by Public Resources Code Section 40000 *et seq.* and implementing regulations of CalRecycle.

AB 1826. AB 1826 approved by the Governor in October 2014, which requires businesses that generate a specified amount of organic waste per week to arrange for recycling services for that waste, and for jurisdictions to implement a recycling program to divert organic waste from businesses subject to the law, as well as report to CalRecycle on their progress in implementing an organic waste recycling program.

APPLICANT. Any individual, firm, permittee, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the city for the applicable permit(s) or any individual, firm, permittee, limited liability company,

association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity submitting a waste management plan to undertake any construction, demolition or renovation project within the city.

APPLICATION FEE. The fee or assessment imposed by the city on new or returning permittee's. The fee is paid annually on or before permit expiration on June 30 of each year. Applications received after said date will not be pro-rated. The fee shall vary depending on status of applicant ("New" or "Renewal") and shall change from time to time upon council resolution.

AUTOMATED CART or AGC's. Automated guided carts that are used to transport material between locations without human involvement and without a conveyor.

BAILING. The process of compacting by pressure resulting in a homogenous mass of like composition bound together by straps or wire.

BIN. Containers, whether residential, multi-family residential, commercial, industrial, or institutional, provided for temporary accumulation and collection of solid waste or recyclables for removal from all premises located within the city. Bins include but are not limited to, containers with capacity of at least one cubic yard and roll-off type service containers.

BUILDING OFFICIAL. The Chief Building Official of the city.

C&D DIVERSION REQUIREMENT. The percentage of C&D debris for each project that must be diverted from landfills.

C&D GENERATOR. A residential or commercial entity that produces construction and demolition debris.

CALRECYCLE. California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing, among others, SB 1383 Regulations on Jurisdictions.

CALIFORNIA CODE OF REGULATIONS OR CCR. The California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

CITY MANAGER. The City Manager or another person designated by the City Manager.

COLLECTION. The act of collecting solid waste, recyclables, and construction and demolition debris, at or near the place of generation.

COLLECTION VEHICLE. The vehicle utilized in the collection, transportation, storage, transfer, or processing of solid waste or recyclable solid waste.

COMMERCIAL BUSINESS or COMMERCIAL. A firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR

Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this chapter.

COMMERCIAL EDIBLE FOOD GENERATOR. Includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this chapter or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

COMMERCIAL PERMIT. A permit issued to permittee to collect, transport, store, transfer or process solid-waste, source-separated material, and/or mixed-waste material, including construction and demolition material, from any commercial business or establishment located within the city. A maximum of four commercial permits may be issued by the city at any time.

COMMERCIAL PROPERTY. A non-residential unit including, but not limited to, a place of business, hotel, restaurant, office building, shop, store, hospital, auto court, industrial property, including a place of manufacture, production or fabrication, warehouse, and residential units containing five or more family residential units.

COMMERCIAL SOLID WASTE. Solid waste generated by commercial units.

COMPLIANCE REVIEW. A review of records by a Jurisdiction to determine compliance with this chapter.

COMPOST. Has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the adoption of this chapter, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

COMPOSTING. The process of collecting, grinding, mixing, piling, and supplying sufficient moisture and air to organic materials, such as leaves, grass clippings, brush, and food waste, to speed natural decay to a finished product suitable for incorporating into topsoil as a soil amendment and for growing plants. Compost is different than mulch, which is a shredded or chipped organic product placed on top of soil as a protective layer.

CONSTRUCTION. The building of any facility or structure or any portion thereof including any tenant improvement or renovation to an existing facility or structure.

CONSTRUCTION AND DEMOLITION DEBRIS AKA C&D. Bricks, stones, mortar, concrete, asphaltic concrete, wood, or other debris including used or discarded materials removed from premises during construction, renovation, remodeling, repair, or demolition operations including the demolition of buildings or structures.

CONTAINER. A receptacle constructed of metal, plastic or some other impervious material and having a solid bottom.

CONTAINER CONTAMINATION OR CONTAMINATED CONTAINER. A container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

CONVERSION RATE. The rate set forth in the standardized conversion rate table approved by the city pursuant to this chapter for use in estimating the volume or weight of materials identified in a Waste Management Plan.

COVERED PROJECT. Any and every construction, demolition or renovation project within the city. Each project must meet a diversion rate of 75% (which may be changed time to time), failure to do so may result in fines, fee, penalties, civil and/or criminal charges, and a denial letter from City Manager or his/her designee at project completion.

DEMOLITION. The disseminating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior including, but not limited to soft demolition such as that associated with remodeling or the replacement of roofs.

DISPOSAL. The complete operation of treating and disposing of the accumulations of solid waste and the products or residue arising from such treatment.

DIVERT. To use material for any purpose other than disposal in a landfill or transformation facility.

DIVERSION RATE. The percentage of total waste that a jurisdiction diverted from disposal at a Department of Resources Recycling and Recovery permitted landfill, MRF's, waste-to-energy, reclamation and transformation facilities through reduction, reuse, recycling programs, and/or composting programs , pursuant to California Code of Regulations Title 27. As of the year 2000, jurisdictions are required by law to achieve 50% diversion, which may change from time to time per city and/or state regulations.

EDIBLE FOOD. Food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

ELECTRONIC WASTE OR E-WASTE. Consumer and business electronic equipment that is near or at the end of its useful life including but not limited to, computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, and some appliances. Certain components of some electronic products contain materials that render them hazardous, depending on their condition and density. For instance, California law currently views non-functioning CRTs (cathode ray tubes) from televisions and monitors as hazardous.

ENFORCEMENT ACTION. An action of the Jurisdiction to address non-compliance with this chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

FOOD DISTRIBUTOR. A company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

FOOD FACILITY. Has the same meaning as in Section 113789 of the Health and Safety Code.

FOOD RECOVERY. Actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

FOOD RECOVERY ORGANIZATION. An entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code
2. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7)

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this chapter.

FOOD RECOVERY SERVICE. A person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

FOOD SCRAPS. All food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

FOOD SERVICE PROVIDER. An entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

FOOD-SOILED PAPER. Compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

FOOD WASTE. Food Scraps and/or Food-Soiled Paper.

FRANCHISE. The right of a person or entity to make arrangements for the collection and transportation of solid waste, recyclable material and recyclable solid waste to landfills, transformation facilities, material recovery facility or other Department of Resources Recycling and Recovery permitted solid waste management facilities, and/or the ability to extricate recyclable material from all solid waste including recyclable solid waste and green waste, or composting material. A franchise is only applicable to residential and/or commercial permittees.

FRANCHISE FEE. The applicable percentage of gross receipts of residential and/or commercial permittees that must be submitted monthly or quarterly upon submission of tonnage report for the applicable time period.

GARBAGE. Waste, animal and vegetable matter of every kind and character including such waste food, animal and vegetable matter as accumulates in hotels, restaurants, eating houses and private homes in the kitchens and on the tables of such places; and also including such waste, animal and vegetable matter as accumulates in meat markets, grocery stores and fruit and vegetable markets.

GENERATOR. Any individual, partnership, joint venture, unincorporated private organization or corporation which accumulates, exports or causes to be exported, from the city solid waste and/or recyclable materials which is sold, donated, or charged a fee by a permittee identified in § 50.020.

GRAFFITI. A non-permitted inscription or drawing, including “tagging,” written on a public or private surface, wall, or building.

GREEN BUILDING. The practice of creating buildings that are designed, built, renovated, operated, or reused in an ecological and resource-efficient manner. Also known as sustainable building. Green building includes the practices of salvaging material from building demolition for reuse in new buildings and for recycling. The term, green building, is also applied to buildings that minimize impact to the environment, protect health and enhance productivity of occupants, and utilize energy, water, and other resources efficiently.

GREEN WASTE. Leaves, grass clippings, brush, branches and other forms of organic matter generated from landscapes and gardens and incidental pieces of untreated and unpainted scrap lumber no longer than twenty-four inches and containing no metal objects, separated from other forms of solid waste. Green waste also includes holiday trees from which all tinsel, flock, base attachments and ornaments have been removed. Green Waste does not include stumps or branches exceeding six inches in diameter or two feet in length, palm fronds, yucca, food waste, manure, dirt, rocks, garbage or any other form of Solid Waste which are not suitable for composting.

GROCERY STORE. A store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

GROSS RECEIPTS. The summation of all revenue/receipts that a permittee/recycler collects during a certain period of time; either monthly or quarterly. It shall be the decision of the city whether payments based on gross receipts should be made monthly or quarterly.

GROSS TONNAGE COLLECTED. All commodities (regardless of the type) collected by a permittee from within the city's borders within a certain time-period; such as monthly, quarterly, annually.

HAULER ROUTE. The designated itinerary or sequence of stops for each segment of the Jurisdiction's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

HAZARDOUS WASTE.

(1) All waste defined or characterized as hazardous waste by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.) in 42 U.S.C. Section 6903 (5) as amended from time to time, and all implementing regulations;

(2) All waste defined or characterized as a hazardous substance pursuant to the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. ("CERCLA" or "Superfund"), as in 42 U.S.C. § 9601(14), may be amended from time to time, and all implementing regulations; and

(3) All waste defined or characterized as hazardous waste by agencies of the state of California (including without limitations the Department of Health Services, the Department of Toxic Substances Control and CalRecycle) having jurisdiction over solid and hazardous waste. The term HAZARDOUS WASTE means, in addition to any substance, included in any of the foregoing categories, those substances which are not normally permitted to be disposed of by generally accepted, sanitary landfill disposal methods, but which may be contained in solid waste streams. In the event of a conflict in

the definitions employed by two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste, the broader, more encompassing definition shall apply.

HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY. A facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

INSPECTION. A site visit where a Jurisdiction reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

JURISDICTION. The City of Santa Fe Springs, or the area within the territorial limits of the City of Santa Fe Springs, and such territory outside of the city over which the city has jurisdiction or control by virtue of any constitutional or statutory provision.

JURISDICTION ENFORCEMENT OFFICIAL. The city manager, county administrative official, chief operating officer, executive director, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the chapter. See also “Regional or County Agency Enforcement Official.”

LARGE EVENT. An event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this chapter.

LARGE VENUE. A permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section

18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this chapter.

MATERIALS RECOVERY FACILITY or MRF. A materials recovery facility permitted by the Department of Resources Recycling and Recovery (CalRecycle) and capable of guaranteeing a reduction in the amount of waste residue through the diversion of materials, including but not limited to papers, glass, plastic, metal, organics, wood products, or fiber board.

MIXED WASTE. Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility

MULTI-FAMILY RESIDENTIAL DWELLING OR MULTI-FAMILY. Of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

NON-ORGANIC RECYCLABLES. Non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

ORGANIC WASTE. Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

ORGANIC WASTE GENERATOR. A person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

PAPER PRODUCTS. Includes, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

PERMIT FEE. The fee or assessment imposed by the City on a Permittee that:

(1) Charges a generator/customer to pick up a commodity (regardless of the type); or

(2) Permittee which purchases a commodity or receives a commodity through donation from a recycling generator. The fee is due at the time Permittee submits their tonnage report, either monthly or quarterly. The fee shall be determined by City Council resolution and shall vary time to time.

PERMITTEE.

(1) The individual, firm, limited liability company, association, partnership, or private corporation, or any other entity person, company, or corporation entering into a contract with and receiving a permit for the collection and/or disposal of solid waste, other commodities, and/or recyclable materials within the city.

(2) **PERMITTEE.** Any individual, partnership, joint venture, unincorporated private organization or private corporation who has been issued a valid RESIDENTIAL COLLECTION PERMIT, COMMERCIAL COLLECTION PERMIT, and/or RECYCLABLE MATERIAL DEALER PERMIT by the city as required by § 50.020 that has not been suspended and/or revoked.

PROHIBITED CONTAINER CONTAMINANTS. Any of the following:

- (1) Discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction's Blue Container;
- (2) Discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction's Green Container;
- (3) Discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction's Green Container and/or Blue Container; and,
- (4) Excluded Waste placed in any container.

PROJECT. Any activity for which the city requires a Waste Management Plan (WMP) for a building, construction, demolition or similar permit.

RECEPTACLE. Containers, automated carts, or bins whether residential, multi-family residential, commercial, industrial, or institutional, provided for temporary accumulation and collection of solid waste or recyclables for removal from any premises located within the city. Receptacles include but are not limited to, containers, automated carts, bins, and roll-off type service containers.

RECOVERED ORGANIC WASTE PRODUCTS. Products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

RECOVERY. Any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

RECYCLABLE DEALER. Any individual, partnership, joint venture, unincorporated private organization, or private corporation that has been issued a recyclable dealer

permit in accordance with this chapter in order to legally provide collection services for any source separated recyclable material, and/or any other material that is transported within city limits and either recycled or disposed of at a calrecycle permitted facility within or outside city limits. This includes dealers that purchase recyclable material from generators.

RECYCLABLE DEALER PERMIT. A permit which has been issued by City Council to any individual, partnership, joint venture, unincorporated private organization, or private corporation for the collection, transportation, storage, or processing of material which has a commercial value, and which is sold or donated to the permitted entity.

RECYCLABLE DEALER TONNAGE FEE. A per ton permit fee that city may charge for collected recyclables to recyclable dealer permittees, which will be determined from time to time upon City Council resolution.

RECYCLABLE MATERIAL. Material which has been source-separated from other forms of solid waste, whether or not there is a fee-for-purchase or a fee-for-hauling associated with the material. Any Permittee which transports recyclable material within the city shall have a valid permit per the requirements of § 50.020.

RECYCLABLE MATERIAL BIN. A bin, vessel, can, cart or other receptacle used for accumulating and collecting recyclable material.

RECYCLE OR RECYCLING. The process of collecting, sorting, cleansing, treating, and reconstituting source separated single-category materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw material, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

RECYCLING GENERATOR. Any individual, partnership, joint venture, unincorporated private organization or corporation which accumulates, exports or causes to be exported recyclable materials which is sold or donated to a permittee in good-standing.

REDEEMABLE MATERIAL. A material which has commercial value, and which is sold or donated to an entity. Redeemable materials are commodities that have been source-separated from the solid waste stream at the point of generation. If the generator of redeemable material pays a permittee (entity), such as a RECYCLABLE MATERIAL DEALER, any consideration for collecting, processing, recycling, or transporting of REDEEMABLE MATERIAL, the transaction shall be regarded as a sale or donation of REDEEMABLE MATERIAL and therefore falls under § 50.020 which requires purchaser/buyer to have a valid RECYCLABLE MATERIAL DEALER PERMIT and submit the required reports and fees per § 50.030. REDEEMABLE MATERIAL shall be deemed to be contaminated if the container into which is has been placed contains more than one percent non-recyclable material, or any amount of hazardous waste.

REFUSE or RUBBISH. Solid waste.

RENOVATION. Any change, addition or modification to an existing structure.

RESIDENTIAL PERMIT. A permit issued to any individual, partnership, joint venture, unincorporated private organization or corporation to collect, transport, store or process solid-waste, source-separated material, and/or mixed-waste material, including construction and demolition material, from any residential property located within the city. A maximum of three residential permits may be issued by the city at any time.

RESIDENTIAL PROPERTY. Every lot in the city upon which is situated one or more but not more than four dwelling units including planned development projects and any other parcel which has been improved with a “duplex” or “triplex” residential dwelling unit designated and used as living quarters by human beings. Residential units shall not include hotels, motels, lodge halls, clubs, tourist camps, trailer camps, churches, commercial and industrial establishments, or any other lot containing more than four dwelling units or upon which commercial or industrial occupation is conducted.

RESIDUE. Residual solid waste that is unable to be recycled and must therefore be taken to a landfill, transformation facility, or other permitted disposal facility pursuant to Title 27 of the California Code of Regulations. All facilities mentioned must be permitted with the Department of Resources Recycling and Recovery at the time of disposal.

RESTAURANT. An establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

REUSE. Further or repeated use of construction or demolition debris.

SB 1383. Senate Bill 1383 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 REGULATIONS or SB 1383 REGULATORY. The Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

SALVAGE. The controlled removal of construction or demolition debris from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

SCAVENGING. The unauthorized removal of recyclable material or any other commodity designated by the city to have recyclable properties or value by any person, individual,

business, or solid waste entity other than those authorized by the city or established in accordance with this chapter.

SELF-HAUL. The activity of a generator, whether it be residential, commercial, industrial or construction demolition debris, that hauls, transfers, or conveys any solid waste or recyclables upon any public property, street or alley or upon any property of another. Any person that self-hauls any solid waste or recyclables within the city without a valid permit, shall be subject to all fines, fees, and penalties identified in this chapter.

SOLID WASTE.

(1) Refuse, rubbish, garbage, sludges, and other discarded solid materials resulting from residential activities, and industrial and commercial operations including but not limited to: tree and shrubbery trimmings, lawn clippings, grass, weeds, leaves, chips, paper, pasteboard, magazines, books, rags, rubber, carpets, clothing, boots, shoes, hats, straw, packing boxes and cartons, crates, packing material and other kinds of combustible rubbish, trash or waste material. This does not include hazardous waste, radioactive waste, electronic waste, universal waste, or medical waste nor does not include solids or dissolved material in domestic sewage or other significant pollutants in water such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows or other common water pollutants. However, if any of these materials are separated from the water that carries them and are solidified, then they are considered solid waste.

(2) Solid Waste additionally includes non-source separated or commingled material that is 10% or more non-source separated, including:

- (a) All putrescible and non-putrescible solid and semisolid waste;
- (b) Garbage;
- (c) Trash;
- (d) Refuse;
- (e) Paper (including all forms of paper products, shredded documents and cardboard);
- (f) Rubbish;
- (g) Ashes;
- (h) Industrial wastes;
- (i) Demolition and construction wastes;
- (j) Abandoned vehicle parts;
- (k) Discarded home and industrial appliances (does not include u-waste or e-waste);
- (l) Dewatered, treated or chemically fixed sewage sludge which is not hazardous waste;
- (m) Manure;
- (n) Sludge; and
- (o) Vegetable or animal solid and semisolid wastes and other discarded solid and semisolid wastes.

SOLID WASTE COLLECTION SERVICES. The collection, transportation, storage, transfer, or processing of solid waste or recyclable solid waste for residential, commercial, industrial, construction or institutional user(s), customers, patrons, or residents. Only entities holding a valid residential collection permit and/or commercial collection permit in accordance with this chapter shall be allowed to collect this material.

SOLID WASTE PERMITTEE. Any individual, partnership, joint venture, unincorporated private organization, or private corporation that holds a valid residential collection permit and/or commercial collection permit in accordance with this chapter to collect, transport, transfer or process solid-waste from a residential and/or commercial location within the city.

SOURCE SEPARATED RECYCLABLE MATERIAL. Single type or category of Recyclable or redeemable or Organic Material that has been segregated from all other materials. Source separated recyclable material shall be deemed *contaminated* if the container into which it has been placed contains more than ten percent (10%) of any other type of material (including but not limited to any mixed waste and/or any amount of hazardous waste). If a container is deemed “contaminated” it is therefore considered “Solid Waste” as defined under this chapter. Effective June 30, 2019: should the “Recyclable Dealer” Permittee’s charge to pick-up this material or any other type of material, they shall be subject to all fines, fees, penalties, and civil and/or criminal prosecution as provided herein.

SPILL KIT. A kit containing material designed to absorb liquids in an emergency situation.

SPECIAL WASTE. An item or element of solid waste identified in California Code of Regulations Title 22, §§ 66261.120, 66261.122 (or provision subsequently enacted in place of this provision) or any other waste which has been classified as special waste by resolution of the City Council.

STATE. Means the State of California.

SUPERMARKET. A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

TIER ONE COMMERCIAL EDIBLE FOOD GENERATOR. A Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this chapter.

TIER TWO COMMERCIAL EDIBLE FOOD GENERATOR. A Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this chapter.

TRANSFORMATION. Incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. Transformation (Public Resources Code § 40201) does not include composting or biomass conversion. For purposes of diversion rate measurement, only waste sent to CalRecycle-permitted transformation facilities is used in diversion rate calculations. Transformation counts as disposal, except in special circumstances beginning in the year 2000, when limited amounts of waste sent to CalRecycle-permitted transformation facilities may count as diversion.

UNIVERSAL WASTE or U-WASTE. Reflects the traditional federal concept of identifying processes. In the case of universal wastes, there are supposedly no processes that can be clearly identified as the source of generation because they come from an infinite number of sources. California universal waste includes but is not limited to:

- (1) Batteries-Includes AAA, AA, C, D, button cell, 9-volt, both rechargeable and single use. These may contain some corrosive or reactive chemicals, as well as toxic heavy metals like cadmium (Automotive type batteries are not universal waste. However, when they become waste, they are banned from the trash).
- (2) Fluorescent lamps and tubes. Includes fluorescent tubes, compact fluorescent lamps, metal halide lamps, sodium vapor lamps, high intensity discharge (HID) lamps, and neon bulbs. These lamps contain Mercury. Mercury vapor might be released to the environment when they are broken. The mercury from broken lamps in trash bins could find its way to lakes and rivers during rain storms.

- (3) Thermostats. There is mercury inside the sealed glass “tilt switch” of the old-style thermostats (not the newer electronic kind).
- (4) Electronic devices. Includes televisions and computer monitors, computers, printers, VCRs, cell phones, telephones, and radios. These devices often contain heavy metals like lead, cadmium, copper, and chromium.
- (5) Electrical switches. Some electrical switches and relays contain mercury. Such mercury switches can be found in some chest freezers, pre-1972 washing machines, sump pumps, electric space heaters, clothes irons, silent light switches, automobile hood and trunk lights, and ABS brakes.
- (6) Pilot light sensors. Mercury-containing switches associated with pilot light sensors are found in some gas appliances such as stoves, ovens, clothes dryers, water heaters, furnaces and space heaters.
- (7) Mercury gauges. Some gauges, such as barometers, manometers, blood pressure, and vacuum gauges contain mercury.
- (8) Mercury added novelties. Examples include greeting cards that play music when opened; athletic shoes (made before 1997) with flashing lights in soles; and mercury maze games.
- (9) Mercury thermometers. Mercury thermometers typically contain about a half gram of mercury. Many health clinics, pharmacies and doctor's offices have thermometer exchange programs that will give you a new mercury-free fever thermometer in exchange for your old one.
- (10) Non-empty aerosol cans that contain hazardous materials. Many products in aerosol cans are toxic. And many aerosol cans contain flammables, like butane, as propellants for products like paint. If your aerosol can is labeled with words like TOXIC or FLAMMABLE don't put it in the trash unless it is completely empty.

UNPERMITTED HAULERS. Any person or entity that does not have a valid permit and/or is hauling material which they are not permitted to collect as identified in §§ 50.020 and 50.025.

WASTE MANAGEMENT PLAN. A completed waste management plan form, approved by the City Manager or his/her designee in compliance with this chapter, submitted by the applicant for any covered project.

WMP COMPLIANCE OFFICIAL. The City Manager or his/her designee authorized and responsible for implementing this chapter.

§ 50.002 BURNING.

No person shall burn any trash, material or rubbish without having first complied with all rules and regulations of the city, the County of Los Angeles, the South Coast Air Quality Management District (AQMD), and the State of California.

§ 50.003 DUMPING ON PUBLIC OR PRIVATE PROPERTY.

(A) No person shall throw, place, scatter, deposit, dispose of or dump any solid waste, trash, garbage, rubbish, refuse, recyclable material, construction debris, u-waste, e-waste, special waste, green waste or other objects of any kind or composition upon or below the surface of any public property, street or alley or except as may be provided and set apart for such use by the city.

(B) No person shall throw, place, scatter, deposit, dispose of or dump any solid waste, trash, garbage, rubbish, refuse, recyclable material, construction debris, U-Waste, E-Waste, special waste, green waste or other objects of any kind or composition upon or below the surface of any private property, private property of another, or into any container or receptacle owned or leased by another, within the city.

COLLECTION AND DISPOSAL

§ 50.020 SOLID WASTE FRANCHISE/RECYCLABLE DEALER PERMIT REQUIRED.

(A) No person shall remove, collect, convey, transport, store, or process, or cause to be removed, collected, conveyed, transported stored or processed any solid waste, recyclable material, and/or construction and demolition debris upon, along or across any public street, alley, highway or other public place without first applying for and receiving a valid residential franchise, commercial franchise, or recyclable dealer permit as provided herein and complying with the provisions of Chapter 50.

(B) Residential franchise. No person shall remove, collect, convey, transport, store or process, or cause to be removed, collected, conveyed, transported, stored or processed any solid waste, construction and demolition debris, and/or recyclable material from residential property within the city without first having obtained a valid residential franchise. A maximum of three residential franchises may be issued by the city at any time.

(1) Residents conveying generated bulky items, generated recyclables or small quantities of debris generated at owned or rented residential properties, shall have the option of subscribing with a franchise hauler or self-haul their own generated materials to a CalRecycle permitted recycling or disposal facility, without procuring a franchise or recyclable dealer permit.

(2) Home-based businesses, including but not limited to home-based contractors and hired contractors generating waste, shall subscribe to collection services provided by a franchised or permitted collector, subject to the requirements of this chapter.

(C) Commercial franchise. No person shall remove, collect, convey, transport, store or process, or cause to be removed, collected, conveyed, transported, stored or processed any solid waste, construction and demolition debris, and/or recyclable material from any non-residential property within the city without first having obtained a valid commercial franchise. A maximum of four commercial franchises may be issued by the city at any time.

(D) Recyclable dealer permit. No person shall remove, collect, convey, transport, store or process, or cause to be removed, collected, conveyed, transported, stored or processed any source-separated recyclable material and/or redeemable material within the city without first having obtained a valid recyclable dealer permit.

§ 50.021 PERMIT APPLICATION; CONSIDERATION BY CITY COUNCIL.

(A) An applicant for a recyclable material dealer permit shall submit an application fee as set by resolution of the City Council, file a permit application in the form required by the City Manager or his/her designee and any other documentation necessary for consideration of the application to ensure the applicant is likely to comply with the requirements of this chapter and to meet public health, safety and welfare standards.

(B) Any applicant for a residential/commercial franchise, or recyclable materials dealer permit shall have their application considered by City Council. City Council shall have the sole authority whether to grant or reject the permit(s) sought.

(C) Any person or entity applying for a permit at any time must first meet the following requirements:

(1) Submittal of completed application packet; including any and all forms approved by the City Manager or his/her designee.

(2) Payment of application fee.

(3) Payment and acquisition of business license.

(4) Must be in good standing with the city. Any applicant that has previously had their permit suspended or revoked shall not be eligible to apply for a new permit indefinitely.

§ 50.022 FEE(S).

- (A) Franchise haulers: residential, commercial and construction demolition debris - franchise fee. Each of the approved three residential franchise haulers, and four commercial franchise haulers, shall pay quarterly franchise fees in the amount and/or percentage of gross revenue, set by resolution of the City Council.
- (B) Recyclable dealer permit.
 - (1) Application fee. Each applicant shall pay an initial application fee in the amount as set by resolution of the City Council.
 - (2) Renewal fee. Thereafter, on an annual basis, any holder of a recyclable dealer's permit shall file for and pay an annual renewal fee in the amount as set by resolution of the City Council.
 - (3) Per ton fee. In addition to the Application fee required herein, any holder of a recyclable dealer permit that self-hauls their own recyclables utilizing their own vehicles and driver, shall pay a per ton fee in the amount as set by resolution of the City Council.
 - (4) Decal fee. Any and all bins, roll-offs and/or containers, utilized by a recyclable dealer and its generator, for the storage and handling of recyclable materials, shall apply for and procure on an annual basis, a "bin decal." Said bin decal shall be affixed to each bin, roll-off or container at all times. Bin decal fees shall be set by resolution of the City Council.

§ 50.023 MANDATORY SERVICE; VIOLATION; FEES AND PENALTIES.

(A) Except as otherwise provided in this chapter, all solid waste collected from residential or nonresidential property including commercial/industrial premises for a fee, service charge, or other consideration, may only be collected, conveyed, and/or transported across city streets by the holder of a valid residential franchise or commercial franchise.

(B) Violation.

(1) Notwithstanding any other provision of the Santa Fe Springs Municipal Code to the contrary, any person/company who violates any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, is guilty of a misdemeanor unless the offense is charged as an infraction by a prosecuting attorney.

(2) Each person/company shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this chapter, or of any law or regulation

referenced in this chapter, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

(C) Fees and penalties. Notwithstanding any other provision of the Santa Fe Springs Municipal Code to the contrary, any Permittee and or person/company who violates any provision of this chapter, or who fails to comply with any obligation or requirement of this chapter, shall be liable to the city for all permit fees (same calculation used to determine permittee fee(s) due), in addition to any and all costs associated with auditing and other applicable fees accumulated in the efforts of collecting any fees/penalties due as provided herein.

§ 50.024 REQUIRED COMPLIANCE WITH ALL LAWS, REGULATIONS.

Each solid waste generator, solid waste franchisee and recyclable dealer permittee shall comply with the provisions of this chapter and any and all applicable sections of the City's Municipal Code, Public Resources Code or any other local, state or federal code having jurisdiction. The collector(s) and generator shall be required to cooperate with the city in solid waste generation studies, preparation of waste stream audits and the submission of information required by the city to meet the reporting requirements of the Act or other applicable legislation as may be amended from time to time, and to implement measures consistent with the city's source reduction and recycling element and household hazardous waste element in order for the city to reach the mandated diversion and other goals as established by the act as it may be amended from time to time. The collector(s) shall submit to the city monthly and or quarterly reports which show the number of tons collected and the tonnage delivered to disposal facilities, itemized by disposal facility.

(A) Mandatory solid waste services. Each solid waste generator, including but not limited to residential, commercial and industrial, shall subscribe to regular solid waste collection services provided by a franchise hauler for the collection, transportation, processing, recycling, and/or disposal of solid waste generated materials.

(1) Each occupied residential unit shall, at a minimum of once per week, subscribe for the collection transportation, processing, recycling, and/or disposal of solid waste generated materials.

(2) Each commercial/industrial generator shall, at a minimum of once per week, subscribe for the collection transportation, processing, recycling, and/or disposal of solid waste generated materials.

(B) Mandatory recycling. Pursuant to Assembly Bill 939 ("the Act"), and subsequent legislation mandating compulsory recycling programs. Each generator of solid waste, including residential, commercial and industrial generators, shall cooperate with the city and/or its service provider, in the establishment and implementation of mandatory recycling programs.

(1) Mandatory commercial recycling. Pursuant to Assembly Bill 341, solid waste generators, meeting the criteria established by said Assembly Bill, shall implement a regulator approved solid waste recycling and diversion program and subscribe for collection and recycling services with either a franchise hauler or a permitted materials recyclable dealer.

(2) Mandatory organics recycling. Pursuant to AB 1826, SB 1383 and subsequent legislation, any and all solid waste generators, meeting the criteria established by certain legislation and/or CalRecycle, shall subscribe for organics collection and recycling services. Said services may include source separated organics recycling, commingled materials recovery processing or solid waste containing organic materials or any permitted and established program that meets the requirements of said legislation.

§ 50.025 NUMBER OF PERMITTEES ALLOWED; TYPE OF MATERIAL COLLECTED.

Notwithstanding the foregoing, a holder of one type of permit shall not be prohibited from also holding another type of permit, subject to approval by the City Council.

(A) Residential and commercial permits.

(1) Not more than three residential franchisees, and four commercial franchisees for the collection of solid waste shall be issued and outstanding at any given time.

(2) The holder of a commercial and/or residential Franchise shall be allowed to collect any type of material as allowed under this chapter.

(3) Each permittee shall have a local or toll-free telephone number and a customer service call center within the Southern California region.

(B) Recyclable dealer permits.

(1) There shall be no limit on the amount of recyclable dealer permits.

(2) Any generator using the services of a recyclable dealer shall first separate ("source-separated material") such recyclable materials from all solid waste, as defined herein. Solid waste and recyclable/redeemable materials shall not intentionally be mixed in the same container.

(3) (a) All containers used for the storage of recyclable materials shall be clearly marked with the words, RECYCLABLE MATERIALS ONLY, and shall identify the material contained within the bin (e.g. "Metal," "Cardboard," etc.).

(b) All recycling bins or containers shall have affixed, in a highly visible location, a current and valid City of Santa Fe Springs container decal. Said container decals are available to permitted recyclable dealers only.

(4) Any holder of a recyclable dealer permit that collects, conveys, transports or hauls any material other than recyclable material that they are permitted to handle, shall be subject to all fine and penalties in accordance with § 50.030, § 10.97 and the current rate/fee schedule, as well as suspension and/or revocation of any and all permits currently being held by permittee.

(5) Certain generators, utilizing generator owned vehicles, bins, and drivers, may apply for a recyclable dealers permit to haul recyclables to a permitted recycling and diversion facility. Generator shall pay all applicable fees and report all weights and commodities as required by this chapter and the current rate/fee schedule.

(6) Each permittee shall have a local or toll-free telephone number and a customer service call center within the Southern California region.

(7) Hauling - purchase of recyclables. A recyclable dealer permittee is only authorized for the collection of recyclable material as identified in their permit application to purchase and haul recyclable and/or redeemable materials, as defined in this chapter, from any property within the city, provided that not less than 90% of the material removed is source-separated and is recycled, reused and/or taken to a certified recycling center. On July 1, 2019, the applicable fee(s) as set forth in § 50.022 and the current rate/fee schedule shall apply.

(8) Hauling fee for service. Permitted recyclable materials dealers shall be allowed to charge a generator/customer a fee to haul any recyclable material (that said permittee is permitted to haul), from any business located within the city, provided that 90% of the material removed is source separated, and no more than 10% of each commodity is contaminated with other material, except in the case of construction debris, where the requirement shall be 75% diverted. The fee-for-service permittee as set forth herein shall remain in effect until June 30, 2019, upon which fee-for-service permits shall expire and are not renewable.

§ 50.026 COMPLIANCE WITH DIVERSION REQUIREMENTS.

(A) Pursuant to the requirements of The Act, AB341, AB1826 and SB1383 each California municipality is mandated to implement certain recycling and diversion program, having been identified in the City's Source Reduction and Recycling Element (SRRE), to meet the state minimum diversion rate requirements.

(1) Under no circumstance shall a recyclable dealer permittee collect, convey, or transport loads containing more than 10% residue for source-separated recyclable and/or redeemable material from any property within the city.

(2) Each holder of Solid Waste Franchise is required to implement by means of a submitted and approved "recycling and diversion plan," including but not limited residential, commercial, industrial and construction demolition debris sectors, prescribed programs, activities and practices in order to meet CalRecycle's mandated minimum diversion and recycling requirements. Each approved Recycling and Diversion Plan shall be reviewed for compliance every six months. Additionally, city is, by way of this chapter, requiring a minimum diversion rate of 75% for each construction and demolition project. Franchisee's failure to implement said plan may be subject to suspension and or revocation of franchise privileges by the City Council, City Manager or his/her designee. Each Franchisee hereby agree to and shall Indemnify and hold harmless the city, it's elected and appointed boards, commissions, officers, employees, and agents (collectively the indemnitees) from and against any and all loss, liability, penalty, claim, demand, action, proceeding or fines associated with the Act, in the event that franchisee fails to meet the diversion target(s) set forth in said recycling and diversion plan. In addition, with regard to said franchisee, the following procedures shall be enforced to remedy the diversion short-fall:

(a) Franchisee shall be given a 30-day notice of correction to remedy diversion deficiencies. Franchisee shall submit a revised recycling and diversion plan within 30-days of a correction notice.

(b) Should franchisee fail to remedy aforementioned diversion deficiency and/or fail to submit a plan of remedy after 60-days from the correction notice, Franchisee may be given a six months' notice to cease all or certain collection operations. City Council, City Manager or his/her designee may choose to not impose a permit suspension if good cause is shown.

(B) Franchise hauler(s) may take into account each generator's recycling and diversion activities in their diversion quantification. Should a franchise hauler decide to incorporate a generator's recycling and diversion activities in order to meet state mandated diversion requirements, hauler shall include documentation and evidence of the materials and weights being utilized in determining the diversion rate calculation.

(C) City is aware that certain recyclable material markets may/are under duress and could negatively impact franchisee's ability to meet the requirements of the Act. Should CalRecycle regulators relax certain policies and/or adjust recycling requirement mandates, city and solid waste franchisees shall jointly prescribe to said remedies.

50.026.01 ORGANIC RECYCLING WAIVERS.

Jurisdiction may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this chapter if the Commercial Business provides documentation that the business

generates below a certain amount of Organic Waste material. Commercial Businesses requesting an organic recycling waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted below:
2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
3. Notify Jurisdiction if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every 5 years, if Jurisdiction has approved de minimis waiver.

Jurisdiction may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the Jurisdiction has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements. A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer
3. Provide written verification to Jurisdiction that it is still eligible for physical space waiver every five years, if Jurisdiction has approved application for a physical space waiver.

§ 50.027 COOPERATION WITH CITY.

Each franchisee, permittee and generator shall cooperate with city and/or designated consultants in solid waste disposal characterization studies and waste stream audits and shall implement measures adequate to achieve the city's source reduction, recycling and waste stream diversion goals for the solid waste stream. Each franchisee and permittee, at its own expense shall submit to the city information and reports necessary for the city to meet its reporting obligations imposed by the act and/or other legislation, and the regulations implementing the act and/or subsequent legislation including AB341, AB1826, SB1383

§ 50.028 EDUCATIONAL MATERIALS AND PUBLIC AWARENESS PROGRAMS.

It shall be the responsibility of each permittee to develop and distribute materials and information sufficient to:

- (A) Educate its customers as to the recycling services including organics recycling, provided by the permittee;
- (B) Allow the city to meet recycling educational needs of the city, as may be required by local, state or federal authorities during the period of the collector's permit.

§ 50.029 COST RECOVERY SPECIAL FUND.

- (A) Upon determination of the City Council, each permittee shall be required to pay a fee for purposes of establishing a "cost recovery special fund" pursuant to the act in an amount to be established from time to time by the City Manager.
- (B) Funds deposited into the cost recovery special fund shall be used and applied to pay for costs associated with the preparation, adoption, and implementation of the city's source reduction and recycling element (SRRE).
- (C) Any and all such fees shall be paid concurrently with the regular submission of the monthly/quarterly weight report.

§ 50.030 RECYCLABLE DEALERS TONNAGE REPORTS, FEES, PENALTY FOR LATE PAYMENT, AND RECORD RETENTION.

- (A) On a monthly basis, at their sole expense, all permitted recyclable dealers shall furnish monthly tonnage reports to the city, on a form provided by, or acceptable to the city manager and/or his/her designee of the permittee's total collected tonnage for the reporting period as set forth herein.
- (B) The aforementioned tonnage report shall include, at a minimum, the following:
 - (1) Total number of tons collected;

- (2) Total number of tons recycled
- (3) The number of tons per commodity collected;
- (4) Number of tons of residue and where the residue was disposed of during the previous month;
- (5) The name, address, and telephone number of each solid waste disposal and/or recycling facility used by the permittee during the reporting period;
- (6) The generator of the recyclable material and or permit number; and
- (5) Each report shall be signed by an officer of permittee.

(C) Each tonnage report shall be submitted with payment to the city no later than 30 days following the last calendar reporting month to the City Manager or his/her designee by 5:00 p.m.

(D) At the time the tonnage report is filed, the full amount of all fees due, as set forth herein, shall be remitted to the city. The City Manager or his/her designee may establish shorter reporting periods for any permittee if it is deemed necessary in order to insure remittance of the permit fee. The City Manager or his/her designee may require additional information from the permittee in order to verify the permit/tonnage fee payment. A final filing and payment are due immediately upon cessation of business by permittee for any reason (including the sale of company and/or assets).

(1) Each holder of a recyclable dealer permit ("Hauling - Purchase-of-Recyclables," see § 50.025) shall pay a quarterly/monthly per ton fee. The fee shall be determined from time to time by resolution of the City Council.

(2) Each holder of a recyclable dealer permit ("Hauling - Fee- for-Service," see § 50.025) shall pay a monthly permit fee. The fee shall be determined from time to time by resolution of the City Council. NOTE: All recyclable dealer permits ("Hauling - Fee-for-service ") shall expire on June 30, 2019 at midnight. This type of permit cannot be renewed.

(E) The penalty for late payment of any permit fee or due, shall be 50% of the amount payable. The City Manager or his/her designee may excuse the payment of any such penalty upon good cause being shown for such late payment.

(F) The city shall have the right, upon reasonable advance notice, to inspect, audit and copy all records relating to the permit subject to applicable laws. In the absence of extraordinary circumstances, five business day notice shall be considered reasonable. Such records should be made available to the city at the permittee's regular place of business, but in no event outside the County of Los Angeles. The city reserves the right to employ third party consultant to examine the permittee's records as necessary to obtain data relating to the permit and permit fees.

(1) If the examination discloses a 3% or greater material deviation with respect to the gross receipts reported by the permittee or the examination discloses the permittee is charging or billing below or above the collection and disposal rates approved by the City Council, the cost of the audit (including attorney fees, etc.) shall be borne entirely by the permittee.

(2) If the examination discloses permit fees that are due, these permit fees are considered delinquent and subject to the 50% late payment penalty outlined in this section.

(G) Additionally, a material deviation with respect to the gross receipts reported by the permittee or the examination discloses the permittee is charging or billing below or above the City Council approved rates, the collection permit will be subject to revocation as set forth in §§ 50.036, 50.037 and 50.038, and all other applicable remedies permitted by law. The City Manager or his/her designee may immediately suspend any and/or all permits that the permittee may hold.

(H) It shall be the duty of every permittee liable for the collection and payment to the city of any fee imposed by this chapter to keep and preserve for a period of five-years, all records as may be necessary to determine the amount of such permit fee.

(I) It shall be the duty of every permittee, to keep invoices and any other relevant records, for the purpose of determining fees owed by permittee for a period of five years. Permittee shall provide any relevant records to city upon request within five business days. Permittee must keep and preserve for a period of five-years, all records as may be necessary to determine the amount of such permit fee that permittee owes to city.

§ 50.031 COMMERCIAL AND RESIDENTIAL COLLECTION AND DISPOSAL RATES.

The rates charged by the holder of a residential permit and/or commercial permit for collecting and disposing of solid waste shall be established by City Council resolution.

§ 50.032 COMMERCIAL AND RESIDENTIAL FRANCHISE QUARTERLY REPORTS, PENALTY FOR LATE PAYMENT, AND RECORD RETENTION.

(A) On not less than quarterly basis, the holder of commercial and/or residential franchise at their sole expense shall furnish collection, disposal and diversion reports to the city, on a form provided by, or acceptable to, the City Manager or his/her designee the information required in this section.

(B) If the franchisee has more than one collection franchise, franchisee shall submit a separate tonnage report for each franchise.

(C) The quarterly tonnage reports shall include, at a minimum, the following:

- (1) Total number of tons collected;
- (2) Total number of tons recycled; and
- (3) The number of tons per commodity collected, i.e. solid waste, recyclables and/or organics;
- (4) The number of residue tons and where the residue was disposed of during the reporting period;
- (5) The name, address, and telephone number of each solid waste disposal and/or recycling facility used by the franchisee during the reporting period;
- (6) The generator of the recyclable material; and
- (7) Each report shall be signed by an officer of the entity reporting.

(D) Each quarterly tonnage report and payment shall be submitted to the city no later than 30 days following the reporting period to the City Manager or his/her designee by 5:00 p.m. At the time the report is filed, the full amount of the Permit Fee shall be remitted to the city. The City Manager or his/her designee may establish shorter reporting periods for any franchisee if it is deemed necessary by the City Manager in order to insure remittance of the franchise fee. The City Manager or his/her designee may require additional information from the franchisee in order to verify the franchise fee payment. A final filing and payment are due immediately upon cessation of business by franchisee for any reason.

(E) The penalty for late payment of any fee shall be 50% of the amount payable. The City Manager or his/her designee may excuse the payment of any such penalty upon good cause being shown for such late payment.

(F) The city shall have the right, upon reasonable advance notice, to inspect, audit and copy all records relating to the franchise as authorized by law. In the absence of extraordinary circumstances, five business day notice shall be considered reasonable. Such records should be made available to the city at the franchisee's regular place of business, but in no event outside the County of Los Angeles. The city reserves the right to employ a third-party consultant to examine the franchisee's records as necessary to obtain data relating to the franchise fees.

(1) If the examination discloses a 3% or greater material deviation with respect to the gross receipts reported by the permittee or the examination discloses the permittee is charging or billing below or above the collection and disposal rates approved by the City Council, the cost of the audit shall be borne entirely by the permittee.

(2) If the examination discloses franchise or permit fees that are due, these fees are considered delinquent and subject to the 50% late payment penalty outlined in this chapter.

(G) Additionally, a material 3% or greater deviation with respect to the gross receipts reported by the permittee or the examination discloses the franchisee is charging or billing below or above the City Council approved rates, the franchise will be subject to revocation. The City Manager or his/her designee may immediately suspend any and/or all permits that the franchisee may hold.

(H) It shall be the duty of every franchisee liable for the collection and payment to the city of any fee imposed by this chapter to keep and preserve for a period of five years all records as may be necessary to determine the amount of said franchise and or permit fee.

§ 50.033 DURATION OF RESIDENTIAL AND/OR COMMERCIAL FRANCHISE.

Any franchise which is in effect on the date of the ordinance enacting this chapter shall remain in full force and effect through the duration of the respective franchise term. A franchisee shall comply with the provisions of this chapter so long as the requirements set forth for compliance do not conflict with any current franchise agreement or the constitutionally protected rights provided for under any existing franchise agreement. The provisions of this chapter in no way confirm, modify or extend existing contractual agreements.

§ 50.034 DURATION OF RECYCLABLE DEALER PERMIT.

Recyclable dealer permits shall renew annually so long as permittee is in full compliance with this chapter and pays the renewal fee prior to its expiration of June 30 of each fiscal year. "Fee-for-Service Recyclable Dealer Permittee" shall expire on June 30, 2019.

§ 50.035 TRANSFERABILITY.

No permit granted pursuant to the provisions of this chapter shall be assigned or transferred by the permittee.

§ 50.036 SUSPENSION OF PERMIT BY CITY MANAGER.

Based upon prima facie evidence of a violation of the provisions of this chapter, a residential franchise, commercial franchise, and/or recyclable dealer permit may be suspended by the City Manager by providing written notice of suspension of the franchise/permit that includes information regarding the violation, specifies the length of time the permit is suspended and specifies requirements for removal of the suspension.

§ 50.037 REVOCATION.

If after notice has been given to a franchisee or permittee that the right to collect has been suspended by the City Manager or his/her designee, franchisee/permittee shall have the opportunity to appeal that decision to City Council. City Council shall have the sole authority to permanently revoke franchise(s)/permit(s) or shall remove suspension. If the right to collect has been revoked, no right to collect shall thereafter be granted to said franchisee/permittee. City Council revocation is not subject to cause and the franchisee/permittee will be given six-months to cease operations for any permanent services provided, and one-week notice for any temporary bin/construction and demolition project(s). The decision of the City Council shall be final.

§ 50.038 APPEAL TO CITY COUNCIL.

The City Manager's decision to suspend or revoke a permit as set forth in § 50.036 may be appealed to the City Council. Such appeal shall be in writing and filed with the City Clerk within seven calendar days from the date of the notice of suspension/revocation. The appeal shall set forth in summary, the position of the appellant with respect to the alleged violation specified by the City Manager as the grounds of suspension. The City Council shall hear the appeal within 60-days of the filing of the notice of appeal with the City Clerk and the Clerk shall provide the appellant at least ten days prior written notice of the date and time of hearing. At such hearing, the appellant shall be entitled to be present, to be represented by an attorney and to present witnesses and testimony on behalf of his appeal. Following completion of the hearing, if the City Council finds that the appellant violated the provisions of this chapter, the City Council may uphold or overturn the City Manager's decision, permanently revoke the permit, or take such lesser punitive action as in its discretion it may deem proper under the circumstances. The decision of the City Council shall be final.

(Ord. 1101, passed 3-28-19)

MEANS OF COLLECTION AND DISPOSAL**§ 50.050 RESIDENTIAL FRANCHISE - FREQUENCY AND ROUTES OF COLLECTION.**

The city shall provide for the collection and disposal of solid waste from all premises in the city at least once each calendar week. The City Manager or his/her designee shall have charge and supervision of such collection and removal and shall have prior approval of all routes and days for the collection and removal of solid waste from all residential areas of the city so as to conform to the provisions of this chapter. When such routes or days of collection are established or changed, the City Manager or his/her designee shall give notice thereof in such manner as is deemed best by the City Manager or his/her designee.

§ 50.051 COMMERCIAL FRANCHISE - FREQUENCY AND ROUTES OF COLLECTION.

The city shall provide for the collection and disposal of solid waste from all premises in the city at least once each calendar week. The City Manager or his/her designee shall have charge and supervision of such collection and removal and shall have prior approval of all routes and days for the collection and removal of solid waste from all non-residential areas of the city so as to conform to the provisions of this chapter. When such routes or days of collection are established or changed, the City Manager or his/her designee shall give notice thereof in such manner as is deemed best by the City Manager or his/her designee.

§ 50.052 INTERFERENCE WITH THE COLLECTION.

No person, except a franchisee/permittee possessing a valid franchise/permit for the collection of solid waste, recyclable material, or demolition and construction debris shall collect, remove, dispose of, or interfere in any manner with any container or receptacle, or the contents thereof.

§ 50.053 FLOW CONTROL.

The city reserves whatever, if any, right it may receive from local, state or Federal authorities to exercise "flow control," i.e., the right to select disposal facilities and materials recovery facilities to which the solid waste collected, pursuant to the franchise, is taken. In the event that the city directs collector to transport solid waste to a particular disposal facility or materials recovery facility, city and collector agree to use their best efforts to obtain indemnification against CERCLA superfund and related claims from the operator of the disposal facility or materials recovery facility to which solid waste collected, pursuant to the franchise, is taken for disposal or materials recovery. In the event that the city requires collector to utilize a disposal facility or materials recovery facility not owned or operated by collector or an affiliate of collector pursuant to this provision, the city shall indemnify and hold harmless collector for delivering solid waste to the designated disposal facility or materials recovery facility. In the event that the city selects a transfer or disposal facility pursuant to this provision, collector shall be entitled to a rate adjustment to offset for any substantiated increase in expenses resulting from the city's exercise of "flow control."

§ 50.054 MAINTENANCE OF EQUIPMENT; VEHICLES TO HAVE NAME OF COLLECTOR ON SIDES.

(A) Each franchisee/permittee shall provide an adequate number of vehicles and equipment for the collection, transportation, recycling, and disposal services for which it is responsible under this chapter. All equipment used in the collection of solid waste and recyclable materials shall conform to the highest industry standards, shall be maintained in a clean and efficient condition, and shall comply with all measures and procedures

promulgated by all agencies with jurisdiction including but not limited to Air Quality Management District (AQMD) California Department of Transportation (CALTRANS) and the Highway Patrol.

(B) All vehicles used by a collector shall be maintained in compliance with all applicable state and local laws, and shall include by the following:

(1) The name of the collection firm, together with the phone number of the collector, shall be printed or painted in legible letters, not less than four inches in height, on both sides of all trucks and conveyances used to collect or transport collected materials within the city;

(2) Each vehicle shall be constructed and used so that no material will blow, fall, or leak out of the vehicle. Any material dropped or spilled in collection or transfer shall immediately be cleaned up by the operator. A broom, shovel, and spill kit shall be carried at all times on each vehicle for this purpose; and

(3) Should the City Manager, or designee, at any time give notification in writing to a collector that any vehicle does not comply with the standards set forth herein, the vehicle shall immediately be removed from service in the city and shall not be used again until approved in writing by the City Manager, or designee.

(C) All equipment used to collect materials, including vehicles and containers, shall be kept free of graffiti.

§ 50.055 RECEPTACLES REQUIRED FOR RESIDENTIAL PROPERTY; SPECIFICATIONS.

Every holder of a valid residential franchise shall provide containers for automated collection as specified by the City Manager and/or this chapter.

§ 50.056 PLACEMENT OF RESIDENTIAL AND COMMERCIAL BINS.

All solid waste to be collected shall be set out or placed by the owner or occupant of a residential or commercial property as follows:

(A) Residential property.

(1) Where a residential property is contiguous to a paved alley, all articles for collection shall be set out or placed at one and the same location at the alley or property line;

(2) Where the residential property is not contiguous to a paved alley, all articles for collection shall be set out or placed at one and the same location in the public parkway or at the curb line;

(3) No solid waste shall be set out for collection except that which is accumulated on the residential premises from which the collection is made, by the owners or occupants of said premises in the use of the premises;

(4) All waste and recycling containers shall be removed from the curb or alley within 24-hours of the scheduled collection day by the service recipient.

(B) Commercial property.

(1) Each owner or occupant of a commercial property shall place all solid waste originating from such property in bins provided by the collector(s). Such bins shall be placed at the rear of such properties, or if the premises are so situated that the collector is unable to collect at such location, then at the sides of such properties if space is available at such location.

(2) Solid waste shall not be compacted in bins furnished by the collector by any mechanical means without permission of the collector.

(3) The owner or occupant of commercial or industrial property shall arrange with the collector for as many collections per week as shall be necessary, but in no case less than one time per week to remove all such solid waste from said property as frequently as the bin becomes filled.

§ 50.057 METHOD OF KEEPING CONTAINERS FOR COLLECTION.

Every person occupying or having charge or control of any premises in the city shall keep all solid waste and recyclable material, except baled recyclables, in such containers and receptacles as are required by this chapter, in accordance with stormwater best management practices as established by NPDES.

§ 50.058 TIME OF PLACING FOR RESIDENTIAL COLLECTION.

(A) Receptacles shall be placed along the street curb in front of the premises from which the solid waste and recyclable material are to be removed or along the property line of the alley in the rear or at the side thereof, according to the route prescribed by the City Manager along such street or such alley, before 7:00 a.m. on the days prescribed by the City Manager for the collection on such route.

(B) No person shall place, or permit any collection receptacle to be, on the curb, parkway, street, alley or any other area near any residence earlier than 6:00 p.m. on the day preceding regular collection, and no person shall leave or permit any solid waste receptacle to remain on the curb, parkway, street, alley or any other area near any residence after 6:00 a.m. on the day following collection.

§ 50.059 FREQUENCY OF COLLECTION.

Every person occupying or having charge or control of any property within the city shall cause the containers or receptacles for solid waste to be emptied and all solid waste material removed from the premises and disposed of in a lawful manner. Such removal and disposal shall be accomplished at least once each calendar week, except as provided in § 50.050(A).

§ 50.060 SIZE OF BRANCHES OF TREES, HEDGES, AND THE LIKE.

Branches of trees, hedges, and the like, shall be cut in lengths of not over four feet and placed in containers or tied in bundles and weigh no more than 75 pounds when placed out for collection.

§ 50.061 HEAVY OBJECTS; REMOVAL AND ARRANGEMENTS FOR COLLECTION.

(A) Every person occupying or having charge or control of any property shall, at least once in each calendar month, collect and dispose of all such heavy objects, such as discarded automobile bodies and similar heavy or bulky objects, and all materials not included in the term SOLID WASTE which may have accumulated on the premises. However, building or construction waste and debris need be removed only upon completion of construction operations.

(B) Heavy articles will not be picked up at the date and time set forth in § 50.058, unless previous arrangements have been scheduled. Arrangements may be made by every person occupying or having charge or control of any property with the holder of a residential permit and/or franchised permittee for collecting this material and an extra charge will be assessed depending on the amount of time required.

§ 50.062 DISPOSAL OF SOLID WASTE BY FRANCHISEE; METHOD OF DESIGNATING THE MEANS OF DISPOSAL OF NON-RESIDENTIAL WASTE.

Franchisee shall dispose of accumulated solid waste by hauling the solid waste to any CalRecycle permitted solid waste disposal facility. In order to fulfill the waste reduction requirements imposed by AB 939, AB1826, SB1383 and subsequent legislation, the City Council has mandated that any franchisee(s) for residential and/or commercial collection shall meet and maintain a minimum of 50% diversion for residential/commercial waste and 75% for construction and demolition debris. Due to this mandate, the following standards shall also apply:

(A) All non-residential solid waste generated in the City of Santa Fe Springs and hauled by Franchisee shall meet the mandatory diversion and recycling requirements administered by CalRecycle. Franchisee shall demonstrate and achieve a minimum 50% diversion rate for commercial and residential generated waste, and 75% for construction and demolition debris generated waste, by implementing a combination of the following

procedures, in order to ensure adequate diversion rates and the implementation of legislative mandated recycling including organics.

(1) Process waste at a materials recovery facility (MRF) and/or High Diversion Facility that is permitted by CalRecycle. Such facility shall provide diversion documentation identifying the City of Santa Fe Springs as the recipient of said diversion.

(2) Establish on-site source separated recycling services pursuant to AB 341 and this chapter.

(3) Identify and document any quantifiable third-party AB 341 recycling services for each generator serviced by franchisee and this chapter.

(4) Deliver residual waste, after recyclables have been removed, to a CalRecycle permitted transformation facility. Pursuant to SB 1016, jurisdictions can claim no more than 10% of the average calculated per capita generation tonnage (in most cases, years 2003 through 2006).

(5) Establish on-site organics recycling pursuant to AB 1826, SB1383 and subsequent legislation.

(6) Offer information on Food Recovery Organizations to all commercial businesses that generate Edible Food that could be recovered.

(B) Materials hauled by a permitted recyclable dealer that contain only source-separated recyclable materials, may be taken directly to a CalRecycle permitted recycling facility or permitted transfer station.

§ 50.063 ILLEGAL TRASH CONTAINERS; BIN IMPOUNDMENT; FEES AND PENALTIES.

(A) No person other than an authorized franchisee/permittee may place a bin or container for the collection of any solid waste/recyclable material within the city.

(B) Any bin or container ("container") placed in violation of this section is hereby declared to be a nuisance and is subject to abatement pursuant to applicable provisions of this code. Should the city become aware of any container which does not belong to any one of the city's established collectors, located on private property in the city, the city may cause removal of such container.

(C) The city shall post a notice in a conspicuous place on any unauthorized container directing it to be removed within 24 hours and provide the notice, to the generator

(business or resident), either posted on the container, by hand delivery to occupant or by certified mail.

(D) The notice pursuant to division (C) shall state that:

- (1) The container is illegal and the nature of the violation;
- (2) The container must be removed within 24 hours of the posting or delivery;
- (3) The time the notice was posted or delivered;

(4) The name and phone number of a person designated by the City Manager to hear any appeal or challenge to the requirement that the container be removed and that any appeal of the order for removal must occur within 24 hours of the posting of the notice;

(5) If the container is not removed within 24 hours of posting the notice, the city will have the bin impounded (to a stated location);

(a) If the city has the bin impounded, the unpermitted collector/hauler and the generator (business owner and/or occupant of the property) will be joint and severally liable for all fees and fines charged as described below:

(b) In order to recover the costs of disposing of the contents of any such container caused to be removed by the city, including both the costs incurred by the collector/hauler performing such removal and the city's administrative costs, the city shall charge an amount equal to twice the city's maximum authorized daily service rate charged for the subject size container, plus any disposal charges and storage fees incurred by the permittee; and

(c) If the city impounds or causes the container to be impounded, the owner of the container may retrieve such container from the city by providing to the city proof of ownership and by paying to the city an impound charge equal to the city's maximum authorized daily service rate for a ten-yard roll-off bin, with an additional 20% of total cost added on for each additional ten-yard (e.g. 20-yard bin = 10-yard bin cost + 20% (10-yard bin cost); 30-yard bin = 20-yard bin + 20% (20-yard bin cost); 40-yard bin = 30-yard bin + 20% (30-yard bin); and

(d) If any impounded container is not retrieved within 90 days after its removal, the container will be deemed abandoned and the city may dispose (by auction or direct sale) of such container and is authorized to retain funds collected in disposing of the container.

(E) The posting of the notice to remove on the container shall constitute constructive notice to the owner of the container and the generator of the requirement to remove the unauthorized container, and a copy of the notice shall be provided to the owner of the unauthorized container once said owner's identity is ascertained by city, and if not provided sooner, a copy of the notice shall be provided at such time as the owner of the unauthorized container seeks to retrieve any such container removed hereunder.

(F) Between the date following the date upon which any unauthorized container is removed by the city, and the date which is five business days following its retrieval from city, the owner of the unauthorized container may request a hearing to appeal the city's determination that the container is an unauthorized container subject to removal by city

as set forth herein. The City Manager or his/her designee shall establish a procedure for such a hearing and the method for requesting such a hearing shall be included on the notice to remove. If the appeal is granted, any payments due to city shall be forgiven and any amounts paid reimbursed.

RECYCLING AND DISPOSAL OF CONSTRUCTION, DEMOLITION AND RENOVATION DEBRIS

§ 50.075 WASTE MANAGEMENT PLAN REQUIREMENT.

(A) **Covered projects.** Prior to beginning any construction or demolition activities, the applicant shall submit a Waste Management Plan to the WMP Compliance Official and shall be subject to all applicable provisions of this chapter. Failure to comply with any of the terms of this section shall subject the project applicant to the full range of enforcement mechanisms set forth in this chapter.

(B) **Compliance as a condition of approval.** Compliance with the provisions of this chapter shall be listed as a condition of approval on any building or demolition permit issued for a covered project.

§ 50.076 SUBMISSION OF WASTE MANAGEMENT PLAN.

(A) **WMP forms.** Applicants for building or demolition permits involving any covered project shall complete and submit a Waste Management Plan ("WMP"), on a city-approved WMP form, as part of the application packet for the building or demolition permit. The completed WMP shall indicate all of the following:

(1) The estimated volume or weight of project construction and demolition debris to be generated, sorted by type of material;

(2) The residential or commercial franchisee that the applicant proposes to use to collect and receive the material;

(3) The estimated volume or weight of construction and demolition materials that will be landfilled; and

(4) Any special or specific activities that the applicant will use to comply with the provisions of this chapter.

(B) **Deposit:** Upon submittal of a waste management plan, the applicant must submit a deposit based upon project valuation as established by resolution of the City Council.

(a) Exception to deposit submittal. Minor residential equipment installations or renovations with a total project value of less than \$10,000. To be determined on a case by case basis by the City Manager or his/her designee.

§ 50.077 REVIEW OF WASTE MANAGEMENT PLAN.

(A) **Approval.** Notwithstanding any other provision of this code, no building or demolition permit shall be issued for any covered project unless and until the WMP Compliance Official has approved applicants WMP. Approval shall not be required, however, where the Building Official determines that an emergency demolition is required to protect public health or safety.

(1) The WMP Compliance Official shall only approve a WMP, if he or she first determines that all of the following conditions have been met:

(a) The WMP provides all of the information set forth in § 50.076; and

(b) The WMP indicates that at least 75% of all construction and demolition debris generated by the project will be diverted.

(c) The deposit has been submitted along with the WMP application.

(2) If the WMP Compliance Official determines that these conditions have been met, he or she shall mark the WMP "Approved," return a copy of the WMP to the applicant and notify the Building Official that the WMP has been approved.

(B) **Denial.** If the WMP Compliance Official determines that the WMP is incomplete or fails to indicate that at least 75% of all construction and demolition debris generated by the project will be reused or recycled, the WMP Compliance Official shall either:

(1) Return the WMP to the applicant marked "Denied," including a statement of reasons, and so notify the building official, who shall then immediately stop processing the building or demolition permit application; or

(2) Return the WMP to the applicant marked "further information required."

§ 50.078 COMPLIANCE WITH WASTE MANAGEMENT PLAN.

(A) **Documentation.** Prior to the completion of any covered project, the applicant shall submit to the WMP Compliance Official documentation that the diversion requirement has been met. The diversion requirement shall be that the applicant has diverted at least 75% of the total construction and demolition debris generated by the project via reuse or recycling. This documentation shall include all of the following:

(1) Receipts from the vendor and facility that collected and received each type of material, showing its actual weight or volume;

(2) A copy of the previously approved WMP for the project adding the actual volume or weight of each type of material diverted and landfilled;

(3) Any additional information the applicant believes is relevant to determining his efforts to comply in good faith with the approved WMP for the project.

(B) **Weighing of wastes.** Applicants shall make reasonable efforts to ensure that, whether diverted or landfilled, all construction and demolition debris is measured and recorded, using the most accurate method of measurement available. To the extent practical, all construction and demolition debris shall be weighed by way of certified scales. In instances which, due to small size or other considerations, weighing construction and demolition debris is not practical, a volumetric measurement shall be used. To convert volumetric measurements to weight, the applicant shall use the standardized conversion rate approved by the city for this purpose.

(C) **Determination of compliance and release of building permit.** The WMP Compliance Official (as appointed by the City Manager or his/her designee) shall review the information submitted under this chapter and determine which of the following standards best describes the extent the applicant has complied with the diversion requirement.

(1) **Full compliance.** If the WMP Compliance Official determines that the applicant has fully complied with the diversion requirement, he or she shall cause the building permit to be released to the applicant.

(2) **Good faith effort to comply.** If the WMP Compliance Official determines that the diversion requirement has not been achieved, he or she shall determine, on a case-by-case basis, whether the applicant has made a good faith effort to comply with the diversion requirement. In making this determination, the WMP Compliance Official shall consider: the availability of markets for the construction and demolition debris landfilled, the size of the project, and the documented efforts of the applicant to divert construction and demolition debris. If the WMP Compliance Official determines that the applicant has made a good faith effort to comply with the diversion requirement, he or she shall release the building permit to the applicant.

(3) **Non-compliance.** If the WMP Compliance Official determines that the applicant has not made a good faith effort to comply with the diversion requirement, or if the applicant fails to submit the documentation required by this chapter within the required time period, then the WMP Compliance Official shall so notify the applicant and the Building Official. The Building Official shall not release the building permit until the applicant has complied with this chapter and/or has paid the penalty fees and/or the deposit submitted during application submittal was kept and deposited by the city.

§ 50.079 NON-COMPLIANCE OF WASTE MANAGEMENT PLAN.

(A) Violation of meeting the requirements and/or following a submitted and approved WMP means that the WMP applicant shall lose the deposit that was submitted to the planning/building permit during permit issuance.

(B) Additionally, City Manager or his/her designee may choose to prohibit applicant and/or contractor/ generator from continuing business and/or doing future business in the city. Violation of this chapter shall also be subject to all fees and penalties identified in this chapter.

MISCELLANEOUS PROVISIONS

§ 50.080 COMMERCIAL EDIBLE FOOD GENERATORS AND FOOD RECOVERY ORGANIZATIONS AND SERVICES

A. Requirements for Tier One and Tier Two Commercial Edible Food Generators.

Tier One Commercial Edible Food Generators must comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Requirements for Large Venue or Large Event Edible Food Generators.

Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this section, commencing January 1, 2024.

C. Requirements for Commercial Edible Food Generators.

Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed

2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for:

The collection of Edible Food for Food Recovery; or, Acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

4. Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(1) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(2) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(3) The established frequency that food will be collected or self-hauled.

(4) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

6. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

D. Requirements for Food Recovery Organizations.

Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

3. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

E. Requirements for Food Recovery Services.

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

F. Requirements for Food Recovery Organizations and Services within the City.

Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the Jurisdiction it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than March 31st of each calendar year.

§ 50.081 PROCUREMENT

Recovered organic waste product and recycled-content paper procurement.

A. Jurisdiction departments, and direct service providers to the Jurisdiction, as applicable, must comply with the Jurisdiction's Recovered Organic Waste Product procurement policy adopted on December 7, 2021, and Recycled-Content Paper procurement policy adopted on December 7, 2021.

B. All vendors providing Paper Products and Printing and Writing Paper shall:

(1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items

(2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

(3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of

postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

(4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

(5) Provide records to the Jurisdiction's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the Jurisdiction's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the Jurisdiction. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in this chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.



City of Santa Fe Springs

City Council Meeting

ITEM NO. 12

November 16, 2021

NEW BUSINESS

Water Feature Maintenance Service Agreement-Approve One Year Extension

RECOMMENDATION

- Approve Contract Amendment Number Two with Payless Pool Service Company to extend the term of the Agreement for one year; and
- Authorize the Mayor to execute Contract Amendment Number Two.

BACKGROUND

The City Council, at their meeting of February 22, 2018, entered into a Service Agreement with Payless Pool Service Company for the Maintenance of the City's Water Features City wide (Exhibit 2). The original service agreement term with Payless Pool Service Company was for three years, with two, one-year extensions bringing the total length of the agreement to five years. The service agreement is scheduled to expire on February 22, 2022. Staff is recommending that the City Council approve the second one-year extension, to February 22, 2023 due to effective service, responsiveness and quality of work.

The scope of services remains the same but Payless Pools Service Company is requesting an increase of \$250 a month, from the current \$6,250 a month to \$6,500 a month, to cover the increased costs of supplies, specifically the cost increase of providing chlorine.

LEGAL REVIEW

The City Attorney's office has reviewed Contract Amendment Number Two.

FISCAL IMPACT

Payless Pools Service Company's increase of \$250 a month, from the current \$6,250 a month to \$6,500 a month, to cover the increased costs of supplies. Upon approval, Payless Pools Service Company will continue to provide water feature maintenance services to the 22 water features City wide (at the new monthly rate of \$6,500). The additional \$250 per month increase can be absorbed into the Public Works Operational and Maintenance Budget for Fiscal Year 2021/22.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachments:

Exhibit A: Amendment Number Two

Exhibit B: Agreement dated February 22, 2018

Report Submitted By:

Noe Negrete
Director of Public Works

A handwritten signature in blue ink, appearing to read "Noe Negrete".

Date of Report: November 10, 2021

**AMENDMENT NUMBER TWO TO SERVICE AGREEMENT
BETWEEN THE CITY OF SANTA FE SPRINGS
AND PAYLESS POOL SERVICE COMPANY
FOR THE WATER FEATURE MAINTENANCE SERVICES**

This Amendment Number Two ("Amendment") to the Service Agreement dated February 22, 2018 ("Agreement") is entered into by and between the City of Santa Fe Springs, a municipal corporation ("City"), and Payless Pool Service Company ("Concessionaire"), with an effective date of February 22, 2022.

1. Pursuant to Section 2(B) of the Agreement, the parties agree to exercise the second extension option to extend the term of the Agreement for one year through February 22, 2023.
2. Payless Pools Service Company will received an increase of \$250 a month, from the current \$6,250 a month to \$6,500 a month, to cover the increased costs of supplies, specifically chlorine.
3. Except as amended herein, the terms and provisions of the Agreement shall remain in full force and effect.

The parties have caused this Amendment to be executed by and through their respective authorized officers.

CITY OF SANTA FE SPRINGS

PAYLESS POOL SERVICE

John M. Mora, Mayor

Ron Laskodi, Owner

Date

Date

ATTEST:

APPROVED AS TO FORM:

Janet Martinez, City Clerk

Ivy M. Tsai, City Attorney

**CITY OF SANTA FE SPRINGS
PROFESSIONAL SERVICES AGREEMENT
WITH
PAYLESS POOL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12TH day of April, 2018, ("Effective Date"), by and between the **CITY OF SANTA FE SPRINGS**, a municipal corporation ("City"), and **Payless Pool Services**, ("Consultant").

WITNESSETH:

WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide water feature maintenance services, as more fully described herein; and

WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Scope of Services") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee

Schedule"). Consultant's total compensation shall not exceed six thousand, two hundred and fifty dollars (\$6,250) per month.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of thirty six (36) months, ending on April 11, 2021 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year terms based on performance and approval by the City Council

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single

limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Santa Fe Springs and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Santa Fe Springs shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Santa Fe Springs, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Ron G. Laskodi
11642 Telegraph Road
Santa Fe Springs, CA 90670

IF TO CITY:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Tel: (562) 868-0511
Attn: Noe Negrete

COURTESY COPY TO:

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attn: Travis Hickey, Finance Director

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the

exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties

and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONSULTANT
PAYLESS POOL SERVICES**

RON LASKODI

Date: 4-27-18

R. Laskodi
Ron Laskodi, Owner

568-35-9972
Social Security or Taxpayer ID Number

CITY OF SANTA FE SPRINGS

Jay Sarno
Jay Sarno, Mayor

Date: 4-30-18

ATTEST:
Janet Martinez
Janet Martinez, City Clerk

APPROVED AS TO FORM:

Yolanda M. Summerhill
Yolanda M. Summerhill, City Attorney

Date: 5/8/18

EXHIBIT A
SCOPE OF SERVICES

WATER FEATURE MAINTENANCE

SCOPE OF SERVICES

GENERAL PROVISIONS

A. Liability Insurance

The selected Contractor shall not commence work until all required insurance under this section has been obtained, and such insurance has been approved by the City.

1. Worker's Compensation Insurance

The Contractor shall take out and maintain Worker's Compensation Insurance for all Contractor's employees engaged as part of the required services and as required by the State of California.

No member of the City Council or any other official or authorized assistant, employee, or agent of the City shall be personally responsible for any damage resulting from the performance liability arising under the Agreement, or nonperformance, negligently, or intentionally of any portion of the services contracted.

2. Commercial General Liability Insurance

The Contractor shall take out and maintain during the life of the Agreement ("Agreement") such public liability and property damage insurance as shall protect him and the City from all claims for personal injury, including accidental death, as well as from claims for property damage arising from operations under the Agreement. The amount of such insurance shall be as hereinafter set forth.

As provided above, the Contractor shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars (\$2,000,000); and property damage insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above.

3. Business Auto Liability Insurance

The Contractor shall carry and maintain insurance coverage for property damage resulting from the Contractor's operations, in the sum of not less than Two Million Dollars (\$2,000,000) resulting from any one occurrence, which may arise from the operation of the Contractor in the performance of the work that is provided herein. Said insurance coverage shall provide that Contractor and his/her insurers are primarily responsible for any claim which arises from Contractor's performance of the Agreement and that neither City nor any of its insurers shall be required to contribute to any such claim.

The Contractor shall during the life of the Agreement, keep on file with the Public Works Department evidence that the Contractor is fully and properly insured as set forth herein and which evidence shall be approved by the Director of Public Works as to form and sufficiency.

- f. Removal of all accumulated trash and debris
 - g. Cleaning of vault or equipment room and leaving area in a clean and professional manner
 - h. Backwashing of sand filters as needed
 - i. Cleaning and replacing of cartridge filters as needed
 - j. Checking the pH of the water
 - k. Adding chlorine to the chlorinator for algae and mosquito control
- 4. Submittal of weekly maintenance reports to the City Municipal Services Yard.
 - 5. Maintaining and monitoring of all timer controllers to City-furnished schedule and making necessary adjustments for "Daylight Savings Time".
 - 6. Documentation of recommended repairs in writing, as noted on maintenance reports.

B. SPECIAL SERVICES

- 1. Access to the fountains listed below require Confined Space Entry:
 - a. Veteran's Fountain
 - b. East Entry Fountain
 - c. West Entry Fountain
 - d. Villages Fountain
- 2. All confined space entries will comply with Cal-OSHA standards.
- 3. Complete water changes at all fountains shall be performed quarterly with proper documentation being forwarded to the Municipal Services Yard.
- 4. Annual cleaning of the pond at Heritage Park Native American Exhibit shall be performed and shall include removal of any loose rocks during cleaning and checking for cracks in the surface material. At the conclusion of cleaning, rocks shall be placed back into the pond. Pond shall also be filled at that time.
- 5. Performance of one additional cleaning per week at both the Clarke Estate Entry Fountain and Reflection Pool each Saturday beginning in early March and concluding at the end of November each year. The Saturday water feature cleaning shall be completed before 10:00 a.m. and is in addition to regular weekday cleaning.
- 6. Repairs are not a part of routine weekly maintenance and will be made at an additional cost to the City.

prior to assignment to the City. Failure to comply with this provision shall be grounds for termination of the Agreement, should an award be made.

F. EMERGENCY RESPONSE

The Contractor shall have the ability to provide personnel after normal work hours when an emergency maintenance condition or cleaning service issue may occur. Such work will be performed for additional compensation, unless the emergency cleaning service condition is created as a result of the Contractor's negligence. The Contractor shall respond within one (1) hour of notification by a City representative.

G. DISPOSAL OF DEBRIS

The Contractor shall promptly dispose of all debris accumulated as a result of maintenance and cleaning services. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's services.

H. MODIFICATIONS TO THE SCOPE OF WORK

The City reserves the right to delete one or more water feature locations at any time during the term of the Agreement should the services at that water feature location(s) no longer be required.

EXHIBIT B
PROPOSAL

Submitted by:

PROPOSAL

FOR

WATER FEATURE MAINTENANCE SERVICES

To the Director of Public Works of the City of Santa Fe Springs, as City,

In accordance with the City's Request for Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required to perform the Water Feature Maintenance Services set forth in the Request for Bids and to perform all work in the manner and time described therein.

BIDDER declares that this **original** proposal is based on the Request for Bids, and all other applicable documents. If this proposal is accepted for award, BIDDER agrees to enter an Agreement with the City of Santa Fe Springs at the total lump sum price set forth in the following Bid Proposal.

BIDDER understands that a bid is required for the entire work, and that the Lump Sum price bid includes all appurtenant expenses, overhead, taxes, royalties and fees. Erasures or other changes must be noted over the signature of the BIDDER.

BIDDER'S INFORMATION:

R. Sakul
Signature

RON B. LASKOBI
Name (please print or type)

OWNER _____
Title _____

PAYLESS POOL SERVICES
Firm Name

11642 TELEGRAPH RD S.F.S.
Firm Address

562) 865-7576
Firm Business Phone No.

E-mail address

EXHIBIT C
FEE SCHEDULE

Submitted by: PAYLESS POOL CO.

CITY OF SANTA FE SPRINGS

WATER FEATURE MAINTENANCE SERVICES

BID SCHEDULE

Water Feature	Monthly Fee
1. Veterans Fountain	\$ <u>450 -</u>
2. East Entry Fountain	\$ <u>450 -</u>
3. Gus Velasco Neighborhood Center Fountain	\$ <u>200 -</u>
4. Heritage Park-Native American Exhibit	\$ <u>850 -</u>
5. Heritage Park-Formal Garden	\$ <u>125 -</u>
6. Heritage Park-Reservoir	\$ <u>250 -</u>
7. Heritage Park-Tank House	\$ <u>125 -</u>
8. Heritage Park-Abalone Fountain	\$ <u>125 -</u>
9. Heritage Park-Conservatory	\$ <u>125 -</u>
10. Sculpture Garden-Reflection Pond	\$ <u>500 -</u>
11. Sculpture Garden-Geyser Fountain	\$ <u>175 -</u>
12. Sculpture Garden-Founders Plaza Fountain	\$ <u>125 -</u>
13. Food Court Fountain-North	\$ <u>175 -</u>
14. Food Court Fountain-South	\$ <u>175 -</u>
15. Heritage Drive-Step Fountain	\$ <u>150 -</u>
16. Heritage Drive-Fountain North	\$ <u>150 -</u>
17. Heritage Drive-Fountain South	\$ <u>150 -</u>
18. Heritage Drive Fountain	\$ <u>150 -</u>
19. Clarke Estate-Entry Fountain	\$ <u>200 -</u>
20. Clarke Estate Reflection Pool	\$ <u>650 -</u>
21. West Entry Fountain	\$ <u>500 -</u>
22. Villages Fountain	\$ <u>450 -</u>
Total Monthly Fees	\$ <u>6,250 -</u>

TOTAL ANNUAL BASE BID (TOTAL MONTHLY FEES X 12 MONTHS):

\$ 75,000 -

Submitted by: Payless Pool

CITY OF SANTA FE SPRINGS

**EXTRA WORK AND EMERGENCY CALL-OUT
WATER FEATURE MAINTENANCE SERVICES**

HOURLY RATE SCHEDULE

Employee Name, Title or Position	Labor Hourly Rate*
1. <u>JOHN FRANCIS ROUTE MANAGER</u>	\$ <u>95-</u>
2. <u>RYAN LASKOBI TECHNICIAN</u>	\$ <u>95-</u>
3. _____	\$ _____
4. _____	\$ _____

****Note: Equipment, supplies and materials shall be included in the Hourly Rates for Extra Work and Emergency Call-Out Water Feature Maintenance Services***



City of Santa Fe Springs

City Council Meeting

ITEM NO. 13

November 16, 2021

NEW BUSINESS

Aquatic Center Facility Status

RECOMMENDATION

- Provide staff direction.

BACKGROUND

The Aquatic Center was dedicated 36 years ago in March 1985. Subsequently, the Aquatic Center is showing extreme signs of wear and tear, and staff is concerned that the aquatics program for the 2022 season will have to be canceled due to the poor condition of the facility. The following items are in staff's opinion beyond repair and need to be replaced: Pool Deck and Surge Pit / Vault. However, just replacing the pool deck lends itself to asking why not replace the pools themselves. Both pools need to be re-plastered at a minimum, but if all the pool decking and subgrade will be replaced that would be the appropriate time to address the pools themselves. In addition, the (pump house) surge pit/vault has spalled concrete and exposed rebar that poses a potential structural integrity issue. If the vault were to collapse, the pumps would be rendered non-operational.

Pool Decking

The pool deck is settling, sinking, cracking, rusting (due to rebar), and spalling. Over the past 10 years, staff has tried to repair the pool deck by grinding the top layer and reapplying deck paint to serve as a topcoat. This grinding work has been performed three times over the past 10 years but has not prevented the cracking and spalling on the deck. Furthermore, the deck has been painted approximately six times to put the non-slip texture onto the concrete. The paint does not adhere to the concrete and flakes off from one season to the next. The painted pool deck surface is meant to protect the pool decking from excessive moisture and act as a slip-resistant surface. However, staff has observed bubbling, flaking, and cracking of the deck surfacing. In addition, large cracks have developed and fallen off the underside of the cantilevered section of the pool deck. In 2016, a contractor was hired to repair the deck by installing an epoxy primer moisture barrier, cement slurry coat, concrete texture top, topcoat sealer, and skid-resistant additive. That repair lasted until this year and is now failing as well. Staff may solicit bids from contractors that can evaluate the concrete and provide a report on the extent of the damage.

Water Infrastructure

The aquatic program season for 2021 was delayed due to the large pool pump not being operational and having to be replaced. The long lead time of this pump forced the season to start approximately 5 weeks later than normal. The following items need to be addressed from a water infrastructure standpoint. The surge pit has exhibited spalled concrete above, and in the pit, requiring reconstruction. The small pool pump needs to be replaced. The pump heaters (3 in total) need to be replaced, and both pools need to be re-plastered at a minimum. Lastly, the chlorine and acid pump/analyzer system needs to be upgraded.

Report Submitted By:

Noe Negrete

Director of Public Works

A handwritten signature in blue ink, appearing to be "MN", is written over the printed name and title.

Date of Report: November 10, 2021

Recently Completed Projects

The following is a list of items that were repaired and/or replaced this past year:

1. Aquatic Center Roof Replacement
2. Pump House Roof Replacement
3. Snack Bar Roof Replacement
4. Large Pool Pump and Motor Replacement
5. Aquatic Center Soffit Replacement

Programming

The Aquatics Program is a seasonal program that generally operates from May to October (approximately 20 weeks). The program requires 20 seasonal part-time staff. Recruitment of this staff begins in February each year. However, staff does not anticipate having the pool ready for staff training in approximately May 2022. Furthermore, the condition of the decking will only further deteriorate, which is potentially a safety issue for staff and patrons. The following programs would be impacted or have to be relocated: Recreation Drop-in Swim, Group Swim Lessons, Private Swim Lessons, Lap Swim, Water Aerobics, Jr. Lifeguarding, Lifeguard Instructor Training, Swim Team, Dive-in Movies, and Community First Aid/CPR classes.

CIP Needs Assessment

The CIP Needs Assessment identified four projects for consideration. The projects are:

- | | |
|----------------------------------|--------------|
| 1. Resurfacing of Pool Deck | \$ 500,000 |
| 2. Construct New Splash Pad | \$ 2,300,000 |
| 3. Install New Water Slide | \$ 50,000 |
| 4. Construct New Shade Structure | \$ 85,000 |

The total of those projects is approximately \$2,935,000. However, the list does not address the Water Infrastructure items that need to be replaced as mentioned previously. More importantly, the pools themselves are not being repaired and/or replaced in this cost estimate. Staff recommends that the pools be replaced when the pool decking is replaced. In addition, staff would recommend reconstructing the showers, locker rooms, and offices within the Aquatic Center as well.

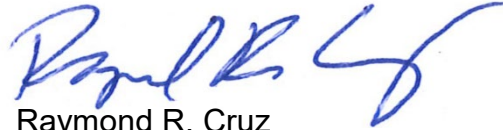
City staff seeks direction on how to proceed with the repairs and/or replacement of the facilities at the Aquatic Center to continue the 2023 Aquatics Season. Additionally, Staff recommends cancellation of the 2022 Aquatics Program until the issues are resolved.

FISCAL IMPACT

Depending on the direction provided on how to make repairs and/or replacement of the pool decking, the estimated cost can range from approximately \$500,000 for the pool decking only to approximately \$5M to \$7M if the entire facility is renovated.

INFRASTRUCTURE IMPACT

The Aquatic Center decking is failing and needs to be addressed. If not addressed, the 2022 aquatics programming will have to be canceled and relocated, if possible.



Raymond R. Cruz
City Manager

Attachments:

None



City of Santa Fe Springs

City Council Meeting

ITEM NO. 15

November 16, 2021

APPOINTMENTS TO COMMITTEES AND COMMISSIONS

Committee	Vacancies	Councilmember
Beautification and Historical	1	Mora
Beautification and Historical	3	Zamora
Beautification and Historical	1	Sarno
Beautification and Historical	2	Rodriguez
Beautification and Historical	1	Trujillo
Family & Human Svcs	1	Mora
Parks & Recreation	3	Zamora
Parks & Recreation	1	Sarno
Senior	3	Mora
Senior	3	Zamora
Senior	4	Trujillo
Sister City	5	Zamora
Sister City	3	Sarno
Sister City	3	Rodriguez
Sister City	2	Trujillo
Youth Leadership Committee	2	Mora
Youth Leadership Committee	3	Zamora
Youth Leadership Committee	1	Rodriguez
Youth Leadership Committee	1	Trujillo

Applications Received: None

Recent Actions: William K. Rounds was appointed to the Parks and Recreation Advisory Committee.

A handwritten signature in blue ink, appearing to read "Raymond R. Cruz".

Raymond R. Cruz
City Manager

Attachment(s):

1. Prospective Members
2. Committee Lists

Prospective Members for Various Committees/Commissions

Beautification and Historical* (*pending name change)

Family & Human Services

Heritage Arts

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION AND HISTORICAL ADVISORY COMMITTEE*

*(pending name)

Meets the fourth Wednesday of each month

9:30 a.m., Library Community Room

Qualifications: 18 Years of age, reside or active in the City

Membership: 20 Residents appointed by City Council

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Doris Yarwood Guadalupe Placencia Irma Huitron Vacant	
Zamora	Annette Ramirez Vacant Vacant Vacant	
Sarno	Jeannette Lizarraga Mary Arias Linda Vallejo Vacant	
Rodriguez	Vacant Sally Gaitan Mark Scoggins Vacant	
Trujillo	Jacqueline Martinez Kay Gomez Vacant Merrie Hathaway	

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jun., Sept., and Dec., at 5:45 p.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 15 Residents Appointed by City Council
5 Social Service Agency Representatives Appointed by the
Committee

Council Liaison: Rodriguez

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Martha Villanueva* Vacant Miriam Herrera	
Zamora	Gaby Garcia Christina J. Colon Gilbert Aguirre	
Sarno	Dolores Duran Janie Aguirre Peggy Radoumis	
Rodriguez	Shamsher Bhandari Elena Lopez Hilda Zamora	
Trujillo	Dolores Romero Laurie Rios* Bonnie Fox	

**Indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

Qualifications: 18 Years of age, reside or active in the City

Membership: 9 Voting Members
6 Non-Voting Members

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Maria Salazar-Jaramillo	
Zamora	AJ Hayes	
Sarno	William K. Rounds	
Rodriguez	Francis Carbajal*	
Trujillo	Laurie Rios*	

Committee Representatives

Family and Human Services Committee
Beautification and Historical Committee
Planning Commission
Chamber of Commerce

Vacant
Sally Gaitan
Gabriel Jimenez
Debbie Baker

Council/Staff Representatives

Council Liaison	Annette Rodriguez
Council Alternate	Vacant
City Manager	Ray Cruz
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m.,
Town Center Hall, Meeting Room #1

Subcommittee Meets at 6:00 p.m.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Joe Avila Eddie Barrios William Logan Ralph Aranda Kurt Hamra	
Zamora	Gina Hernandez Blake Carter Vacant Vacant Vacant	
Sarno	Kenneth Arnold Mary Anderson Jeannette Lizarraga Vacant Mark Scoggins	
Rodriguez	Kayla Perez Priscilla Rodriguez Lisa Garcia Sylvia Perez David Diaz-Infante	
Trujillo	Dolores Romero Andrea Lopez Elizabeth Ford Nancy Krueger William K. Rounds	

**Indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 5 (2 Appointed by City Council, 1 by Personnel Board, 1 by Firemen's Association, 1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Council	Angel Munoz Ron Biggs	
Personnel Advisory Board	Neal Welland	
Firemen's Association	Jim De Silva	
Employees' Association	Johnny Hernandez	

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PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Council Chambers

Qualifications: 18 Years of age, reside or active in the City

Membership: 5

APPOINTED BY

NAME

Mora	Ken Arnold
Sarno	Johnny Hernandez
Rodriguez	Francis Carbajal*
Trujillo	William K. Rounds
Zamora	Gabriel Jimenez

SENIOR ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jun., Sep., and Dec., at 9:30 a.m.,
Gus Velasco Neighborhood Center

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Sarno

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Paul Nakamura	
	Astrid Shesterkin	
	Vacant	
	Vacant	
	Vacant	
Zamora	Vacant	
	Elena Lopez Armendariz	
	Josefina Lara	
	Vacant	
	Vacant	
Sarno	Sally Gaitan	
	Bonnie Fox	
	Gilbert Aguirre	
	Lorena Huitron	
	Janie Aguirre	
Rodriguez	Yoko Nakamura	
	Linda Vallejo	
	Hilda Zamora	
	Martha Villanueva*	
	Nancy Krueger	
Trujillo	Dolores Duran	
	Vacant	
	Vacant	
	Vacant	
	Vacant	

**Indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:45 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

Qualifications: 18 Years of age, reside or active in the City

Membership: 25

Council Liaison: Mora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Martha Villanueva*	
	Doris Yarwood	
	Laurie Rios*	
	Peggy Radoumis	
	Francis Carbajal*	
Zamora	Vacant	
	Vacant	
	Vacant	
	Vacant	
	Vacant	
Sarno	Manny Zevallos	
	Vacant	
	Jacqueline Martinez	
	Vacant	
	Vacant	
Rodriguez	Jeannette Wolfe	
	Shamsher Bhandari	
	Vacant	
	Vacant	
	Vacant	
Trujillo	Charlotte Zevallos	
	Andrea Lopez	
	Vacant	
	Marcella Obregon	
	Vacant	

**Indicates person currently serves on three committees*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

Membership: 5

Qualifications: 18 Years of age, reside or active in the City

APPOINTED BY	NAME
Mora	Bryan Collins
Sarno	Johana Coca
Rodriguez	Felix Miranda
Trujillo	Linda Vallejo
Zamora	Christina J. Colon

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Gus Velasco Neighborhood Center

Qualifications: Ages 13-18, reside in Santa Fe Springs

Membership: 20

Council Liaison: Zamora

APPOINTED BY	NAME	TERM EXPIRES DEC 31, 2022
Mora	Kharisma Ruiz Jilliana Casillas Vacant Vacant	
Zamora	Joseph Casillas Vacant Vacant Vacant	
Sarno	Abraham Walters Aaron D. Doss Valerie Bojorquez Maya Mercado-Garcia	
Rodriguez	Jasmine Rodriguez Angelique Duque Felix Miranda Jr. Vacant	
Trujillo	Vacant Isaac Aguilar Andrew Bojorquez Alan Avalos	