

## City Council and Successor Agency to the Brea Redevelopment Agency Agenda

**Tuesday, July 19, 2022**

5:30 p.m. - Closed Session

6:15 p.m. - Study Session

7:00 p.m. - General Session

***Cecilia Hupp, Mayor***

***Glenn Parker, Mayor Pro Tem***

***Christine Marick, Council Member***

***Steven Vargas, Council Member***

***Marty Simonoff, Council Member***

This agenda contains a brief general description of each item Council will consider. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the City Clerk's Office at (714) 990-7756 or view the Agenda and related materials on the City's website at [www.cityofbrea.net](http://www.cityofbrea.net). Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

### **Procedures for Addressing the Council**

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under Matters from the Audience.

State Law prohibits the City Council from responding to or acting upon matters not listed on this agenda. The Council encourages free expression of all points of view. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. PLEASE SILENCE ALL DEVICES. **There will be no Zoom/Teleconference for the Study Session meeting.** Zoom/Teleconference will be available during General Session only, members of the public must contact City Staff at (714) 990-7756 or email [cityclerksgroup@cityofbrea.net](mailto:cityclerksgroup@cityofbrea.net) no later than 12:00 p.m. on the day of the meeting. All written comments received by 12:00 p.m. on the day of the meeting, will be summarized aloud into the record at the meeting. Upon request, Zoom participants will be provided with a Zoom meeting ID and password and will remain muted during the meeting until recognized at the appropriate time by the Council. The meeting will also be broadcast live at [www.cityofbrea.net](http://www.cityofbrea.net).

### **Special Accommodations**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

### **Important Notice**

The City of Brea shows both live broadcasts and replays of City Council Meetings on Brea Cable Channel 3 and over the Internet at [www.cityofbrea.net](http://www.cityofbrea.net). Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

**CLOSED SESSION**  
**5:30 p.m. - Executive Conference Room**  
**Level Three**

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**CALL TO ORDER / ROLL CALL - COUNCIL**

**1. Public Comment**

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C. §54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C. §54957.6). Records not available for public inspection.
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**2. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Police Association (BPA) and the Brea Fire Management Association (BFMA) - Bill Gallardo, Negotiator and Laura Kalty, LCW Attorney.**

**3. Public Employee Performance Evaluation Pursuant to Government Code Section 54957(b). Title: City Manager**

**4. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation. Significant Exposure to Litigation: 1 potential case. Facts and Circumstances: Cox Castle Nicholson Challenge To Brea Plaza Project Referendum**

**STUDY SESSION**  
**6:15 p.m. - Executive Conference Room**  
**Level Three**

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**CALL TO ORDER / ROLL CALL - COUNCIL**

**5. Public Comment**

**6. Clarify Regular Meeting Topics**

**DISCUSSION ITEMS**

**7. Overview of the City's Public Service Community Facilities Districts (CFDs)**

**REPORT**

**8. Council Member Report/Requests**

**GENERAL SESSION**  
**7:00 p.m. - Council Chamber**  
**Plaza Level**

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**CALL TO ORDER/ ROLL CALL - COUNCIL**

9. **Pledge of Allegiance: Boy Scout Troop 707**
10. **Invocation: Rick Darden, Friends Community Church**
11. **Presentation: Orange County APA Award - *Connecting the Core Active Transportation Plan***
12. **Report - Prior Study Session**
13. **Community Announcements**
14. **Matters from the Audience**
15. **Response to Public Inquiries - Mayor / City Manager**

**PUBLIC HEARING** - *This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 5 minutes per speaker.*

16. **Water and Sewer Rates** - *This item is continued to the August 16, 2022 Regular City Council Meeting*

**ADMINISTRATIVE ITEMS** - *This agenda category is for City Council consideration of a wide variety of topics related to the City's operations. Public comments regarding items in this section should be presented during "Matters from the Audience."*

17. **Reconsideration of General Plan Amendment No. GPA 2021-04 For Property Located at 1639 E. Imperial Highway (Brea Plaza Shopping Center)** - Reconsider approval of General Plan Amendment No. GPA 2021-04 and take one of the following actions: 1) Approve Resolution No. 2022-XXX repealing Resolution No. 2022-033 to rescind approval of General Plan Amendment No. GPA 2021-04 for the Brea Plaza Shopping Center at 1639 E. Imperial Highway; or 2) Approve Resolution No. 2022-XXX submitting Resolution No. 2022-033 to the voters at the November 8, 2022, General Municipal Election.
18. **Environmental Impact Report No. 2022-01, General Plan Amendment No. 2022-01, Zone Change No. 2022-01, Specific Plan No. 2022-01, and Development Agreement No. 2022-01 (Brea 265 Specific Plan)** - Staff recommends that the City Council take the following actions: Approve a Resolution certifying a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), State Clearinghouse No. 2020079022, and adopting Findings of Fact (FOF), a Statement of Overriding Considerations (SOC), and a Mitigation Monitoring Program (MMP); Approve a Resolution approving General Plan Amendment No. 2022-01 to amend the General Plan Land Use designation of the Project site from Hillside Residential and Low Density Residential to Specific Plan, based on the findings and conclusions in the attached resolution; Introduce by title only and waive further reading of an Ordinance approving Zone Change No. 2022-01 to amend the zoning designation of the Project site from HR and R-1 to Specific Plan, based on the findings and conclusions in the attached ordinance; Approve a Resolution approving Specific Plan No. 2022-01 for the Brea 265 Specific Plan, based on the findings and conclusions in the attached resolution, and subject to the recommended conditions of approval ; Introduce by title only and waive further reading of an Ordinance approving Development Agreement No. 2022-01, based on the findings and conclusions in the attached ordinance; and Schedule adoption of aforementioned Ordinances at the next regular City Council meeting.

**CONSENT CALENDAR** - *The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."*

**CITY COUNCIL - CONSENT**

19. **June 21, 2022 City Council Regular Meeting Minutes** - Approve.
20. **AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings** - Make the following findings: (1) the City Council has reconsidered the circumstances of the COVID-19 state of emergency; and (2) the COVID-19 state of emergency continues to directly impact the ability of the members of the City's legislative bodies (including commissions and committees) to meet safely in person. There is no fiscal impact to the General Fund.
21. **Accept a \$133,244.52 California Highway Patrol Cannabis Tax Fund Grant Program Award for DUI Enforcement Training** - Adopt Resolution No. 2022-054 accepting a State of California Cannabis Tax Fund Grant Program (CTFGP) Award for training in the areas of education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis, in the amount of \$133,244.52, for the one-year grant program which began July 1, 2022 and ends June 30, 2023. Adoption of the resolution will result in a reimbursement of \$133,244.52 by the State and will offset the General Fund costs.
22. **Agreement with Carbon Solutions for Upgrades to Electric Charging Stations at the Brea Civic & Cultural Center** - Authorize the Mayor to execute the agreement with Carbon Solutions. Approval of this agreement will result in cost savings to the General Fund for electricity costs.
23. **Authorization to Execute Contractual Services Agreement Between City of Brea and NEOGOV for Recruitment and Onboarding Software Services** - Approve recommendation that the City Council execute contractual services agreement between the City of Brea and GovernmentJobs.com, Inc. ("NEOGOV") and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360). The cost of this software over a three-year contract averages \$22,469 per year for a total cost of \$67,407. Funding will be charged fifty (50) percent to the General Fund (110) and fifty (50) percent to the Risk Management Fund (470).
24. **Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2022-23** - Authorize the Purchasing Agent to issue purchase orders in an amount not-to-exceed \$1,407,500 for various City vehicles and equipment described in the Annual Vehicles Replacement Plan for Fiscal Year (FY) 2022-23. The City Council adopted Fiscal Year 2022-23 Budget has sufficient funding available for the requested not-to exceed amount for these purchases in the Public Works Department, Equipment Maintenance Division, expenditure account in Mobile Equipment (480-51-5161-4641), Field and Shop Equipment (480-51-5161-4621), Community Benefit & Economic Development Fund (140-21-2131-4641) and General Fund (110-22-2211-4641 and 110-22-2231-4641).
25. **Approval of Fiscal Year 2022-23 Property Tax Rate to Fund the City's Paramedic Program** - Adopt Resolution No. 2022-055, a Resolution of The City Council of the City of Brea fixing the rate of tax upon the taxable property within the City of Brea for the Fiscal Year 2022-23 necessary to maintain a mobile intensive care program known as paramedics within the area of the City of Brea and certifying said rate of taxation to the Orange County Auditor-Controller. The estimated paramedic tax levy, net of the amount retained by the Successor Agency, is projected to generate \$5,539,213 to the City of Brea in Fiscal Year 2022-23. The revenue collected will cover



approximately 85.0% of the \$6,514,204 of estimated program costs. The difference is to be funded from the City's General Fund in the amount of \$683,193 and other revenue sources in the amount of \$291,798. Another revenue source includes pass-thru revenue received for Advanced Life Support (ALS) ambulance transport services.

26. **Self-Contained Breathing Apparatus Replacement** - Ratify the order placed with All Star Fire Equipment for the purchase of Scott Air-Paks, SCBA bottles, masks, and voice amplifiers in the amount of \$289,829.49 including sales tax. Funds have been appropriated in the Public Safety Augmentation Fund (172) in the amount of \$289,830 for this expenditure. The Public Safety Augmentation Fund (172) is restricted for use on public safety needs. There is no fiscal impact to the General Fund.
27. **Amend Executive Compensation Plan to Set the Employer Medical Health Benefit Contribution Amount to the Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum** - Approve Resolution No. 2022-056, amending the Executive Compensation Plan to set the Employer Medical Health Benefit Contribution Amount to the Public Employees' Medical and Hospital Care Act (PEMHCA) at an equal amount for executives and retired annuitants. This action will reduce the employer medical health benefit contribution to the PEMHCA minimum for Executives and retired annuitants effective September 1, 2022.
28. **Applicants Agent Resolution for Homeland Security Funds** - Adopt Resolution No. 2022-057, authorizing and designating City staff to perform as an Applicants Agent to complete and sign State and Federal documents related to homeland security, disaster response and disaster recovery.
29. **Monthly Report of Cash Investments for the City of Brea for Period Ending May 31, 2022** - Receive and file.
30. **Outgoing Payment Log and June 24 and July 1 & 8, 2022 City Disbursement Registers** - Receive and file.

#### **CITY/ SUCCESSOR AGENCY - CONSENT**

31. **Monthly Report of Cash Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending May 31, 2022** - Receive and file.
32. **June 24 and 30, 2022 Successor Agency Disbursement Registers** - Receive and file.

#### **ADMINISTRATIVE ANNOUNCEMENTS**

33. **City Manager**
34. **City Attorney**
35. **Council Requests**

#### **COUNCIL ANNOUNCEMENTS**

#### **ADJOURNMENT**

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 07/19/2022  
**SUBJECT:** Overview of the City's Public Service Community Facilities Districts (CFDs)

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**RECOMMENDATION**

Receive and file.

**BACKGROUND/DISCUSSION**

Community Facilities District (CFDs) are permissible pursuant to the Mello-Roos Community Facilities Act of 1982 which was enacted to assist public agencies in financing certain public improvements by either issuing tax-exempt securities that are repaid by an annual levy of special taxes or to provide for the financing of ongoing public services.

Tonight's presentation will provide an overview of the City's four public service CFDs as were established to fund eligible ongoing public services including, but not limited to, law enforcement, fire protection, paramedic services, and the operation and maintenance of storm drains, parks, trails and open space. For reference the below table summarizes the City's four public service CFDs:

CFD District	CFD Type	Expiration
CFD 2008-1 (Blackstone/Peppertree Hills)	Residential	Perpetuity
CFD 2011-1 (La Floresta)	Residential/Non-Residential	Perpetuity
CFD 2013-1 (Taylor Morrison/Summerwind)	Residential	Perpetuity
CFD 2013-2 (Central Park Village)	Residential	Perpetuity

CFDs that are established to fund ongoing public services have been, and continue, to be used throughout the State to provide bridge financing to collect revenue to support the service level impacts associated to a growing community. Traditional funding sources including property taxes are not sufficient to cover the costs of providing general public services.

In Brea, only 12.9% of the 1% of direct base property tax rate comes back to the City to support the delivery of general services. As an example, the 2021 average tax valuation of a single family dwelling unit in the Blackstone Community (CFD 2008-01) is approximately \$1.2 million. Of this \$1.2 million tax valuation, the property tax revenue received would be \$1,548 annually for

the City, however, the costs to support a typical single family detached dwelling unit is approximately \$4,461 (3.2 persons x \$1,394 expenses per capita). The 3.2 persons per single family detached dwelling unit is an approximate average based upon the most recent CFD rate and method feasibility study completed in 2013.

As a result, public service CFDs have become a necessary consideration to fund ongoing public services for agencies. For Brea, during the onset of the Great Recession in 2007, the City Council approved a series of Budget Strategic Planning (BSP) assumptions, one of which included an assured mechanism for new development to pay for the costs of services necessary to maintain their projects (so existing residents would not have to subsidize the cost of new development). These assumptions can be referenced in the attached Exhibit A.

To date, staff have worked cooperatively with developers to come to a mutual agreement on cost recovery for ongoing City services. This can come in the form of a public service CFD or as an upfront contribution amount or a combination of the two. The developer agreement process helps guide those conversations and because the financial impacts are different for each development, the developer agreements may also vary.

The Blackstone/Peppertree Hills and La Floresta developers negotiated with the City a significant housing benefit of a 94 and 115 unit affordable housing complex, an 18 hole golf course, Cal-Domestic Water Company Shares, monetary contribution toward construction of the City's War Memorial, 16 acre park (Wildcatters Park) with lighted ball fields and play areas, and two dog parks. In comparison to the Taylor Morrison/Summerwind and Central Park Village development where approximately a one-acre park with splash pad was added as a community benefit.

As part of the developer agreement for each of the public CFDs, a feasibility study was conducted and was the initial starting point in identifying a levy methodology and a maximum CFD special tax assessment rate. Once a mutual agreement is made between the City and developer, the CFD proceedings process starts and ends in an adopted Rate and Method of Apportionment (RMA) to assess a special tax levy within the CFD. Exhibit B summarizes the FY 2022-23 Estimated CFD rate and levy information for each public service CFD including levy information for affordable housing units (AHU).

## **FISCAL IMPACT/SUMMARY**

For FY 2022-23, the City's public services CFDs fund approximately \$1.67 million in eligible public service costs. Costs include, but not limited to, salary and benefits for one police officer position, three fire positions, 50% of a fire administration support position, Public Works maintenance related positions as well as operating related costs to maintain Wildcatter's Park, Wildcatter's Dog Park, trails and landscape. Without these public service CFDs, \$1.67 million would need to be funded from other sources or a reduction in service level would need to be identified for City Council consideration.

It is also important to note that any change or amendment to the special tax assessment levy will require an amendment to the Rate and Method of Apportionment (RMA) and the attached CFD proceedings would need to be followed (Exhibit C).

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Kristin Griffith, Administrative Services Director

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**Attachments**

Exhibit A - Budget Strategic Planning (BSP) Assumptions

Exhibit B - FY 2022-23 Estimated CFD Rate and Levy Summary

Exhibit C - CFD Amendment Proceedings

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**..... Council Direction Requested .....**

- Validate Budget Strategic Planning assumptions:
  - New development will pay for the cost of services necessary to service their projects (existing residents will not have to subsidize the cost of new development).
  - The existing “Brea standard” of quality service levels will be maintained and the same quality level of service will be extended to new residents, new developments and new facilities.
  - The maintenance of the City’s fixed assets is critical to the long-term delivery of quality City services.
  - The City’s competitive pay policy will be maintained to allow for the recruitment and retention of high quality staff.
- Proceed with feasibility studies for Community Facilities Districts (CFD) and/or Landscape and Lighting Districts for new developments where appropriate and present results to City Council for review and consideration.
- Continue to evaluate and update strategic planning efforts in conjunction with the Biennial Budget.
- Explore options to “recession proof” the City’s financial position.

CITY OF BREA  
Public Service Community Facilities District (CFDs)

FY 2022-23 Summary

CFD Name	CFD Type	Initial Levy Fiscal Year	Total # of APNs	Estimated Total # of APNs	Total # of APNs Remaining <sup>1</sup>	Estimated Residential Assessment Rate <sup>2</sup>	Estimated Residential Assessment Levy	Estimated Non-Residential Assessment Levy <sup>3</sup>	Total Estimated Assessment Levy
CFD No. 2008-1 (Peppertree Hills/Blackstone)	Residential	2012-13	684	684	0	\$805.26 - \$1,756.59	\$861,387.39	\$0.00	\$861,387.39
CFD No. 2011-1 (La Floresta)	Residential/ Non-Residential	2014-15	786	785	1	\$350.28 - \$547.42	\$493,260.62	\$34,540.02	\$527,800.64
CFD No. 2013-1 (Taylor-Morrison/Summerwind)	Residential	2014-15	57	57	0	\$915.40	\$52,177.80	\$0.00	\$52,177.80
CFD No. 2013-2 (Central Park Village)	Residential	2017-18	164	104	60	\$332.03 - \$556.84	\$140,728.68	\$0.00	\$140,728.68
TOTAL			1691	1630	61		\$1,547,554.49	\$34,540.02	\$1,582,094.51

FY 2022-23 Affordable Housing Summary

CFD Name	AHU Exempt from Levy	Estimated Assessment AHU Rate	Total # of AHUs in CFD Boundary Map <sup>4</sup>	Total Estimated AHU Assessment Levy
CFD No. 2008-1 (Peppertree Hills/Blackstone)	N/A	N/A	N/A	N/A
CFD No. 2011-1 (La Floresta)	Yes	N/A	115 units - rent	N/A
CFD No. 2013-1 (Taylor-Morrison/Summerwind)	No	\$915.40	6 units - sale	\$5,492.40
CFD No. 2013-2 (Central Park Village)	No	\$332.03	21 units - rent 20 units - sale	\$13,613.23
				\$19,105.63

- Notes
- 1 CFD No. 2013-2 (Central Park Village) and CFD No. 2011-1 (La Floresta) anticipated to be 100% assessed with the FY 2022-23 assessment fiscal year
  - 2 Excludes non-residential levy rates
  - 3 Non-residential includes commerical properties
  - 4 AHU information known as of January 1, 2022. CFD No. 2013-2 (Central Park Village) includes 21 units for rent in the 206 apartment complex and 20 units for sale.

Terms

- APN -Assessor's Parcel Number
- AHU - Affordable Housing Units (For Rent or Sale)

**TIMELINE FOR AMENDING THE RATE OR METHOD OF APPORTIONMENT  
OF A SPECIAL TAX OF A COMMUNITY FACILITIES DISTRICT  
TO FUND SERVICES FOR THE CITY OF BREA**

<b>Action</b>		<b>Statute</b>	<b>Timing</b>
1	Adopt Resolution of Consideration to alter the rate or method of apportionment of the special tax, which: (i) states the name of the area, (ii) describes the territory included in the area, (iii) specifies any changes in facilities and services financed by the area, (iv) specifies the proposed change to the rate and method of apportionment, and (v) sets the time and place for a hearing on the changes	Gov 53331(a), 53334	At least 30 days but not more than 60 days before public hearing (step 4).
2	Notice of public hearing published in newspaper of general circulation in the district.	Gov 53335; 53322	At least 7 days before the public hearing (step 4).
3	Notice of public hearing mailed to registered voters and landowners in the district.	Gov 53335; 53322.4	None given and mailed notice not mandatory, but recommended.
4	Hold Public Hearing and determine if a majority protest exists: if 50% or more of the registered voters, or 6 registered voters, whichever is more, residing within the district, or the owners of 1/2 or more of the area of the land in the territory included in the district and not exempt from the special tax file written protests against a proposed change to an existing special tax within the district, then no further proceedings.	Gov 53336, 53337, 53338	Must complete hearing within 30 days unless the legislative body finds that the complexity of the proposed changes or need for public participation required additional time. Then, can continue hearing for a period not to exceed 6 months.
5	Adopt Resolution Calling for Election on change of the rate or method of apportionment of a special tax (absent a majority protest or abandonment of proceedings). Resolution must set a date for the election that is at least 90 days but not more than 180 days after the adoption of the Resolution Calling for Election.  If the election is to be held less than 125 days following adoption of the Resolution Calling for Election, concurrence of City Clerk is required.	Gov 53338; 53326, 53327	Following Public Hearing and determination of no majority protest (step 4).  Election must occur at least 90 days but not more than 180 days after the adoption of the Resolution Calling for Election (see step 7).
6	City Clerk mails ballot materials with return postage prepaid.	Gov 53338; 53327; Elect 4101	At least 10 days but not more than 29 days before the election (step 7).

**EXHIBIT C**

<b>Action</b>		<b>Statute</b>	<b>Timing</b>
7	Hold Election.	Gov 53338; 53326; 53327	At least 90 days but not more than 180 days after the adoption of the Resolution Calling the Election.
8	City Clerk certifies Canvass of Election Returns.  Adopt Resolution Determining Results of the Election.	Gov 53338	Following election.
9	Adopt Resolution of Change if 2/3 of electors vote in favor of the change of the rate or method of apportionment of the special tax.	Gov 53338(b)	Following election.
10	City Clerk executes and records an amendment to the most recent Notice of Special Tax Lien with County Recorder.	Gov 53338(c); Sts & Hwy 3117.5.	After adopting Resolution of Change (step 9).



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Reconsideration of General Plan Amendment No. GPA 2021-04 For Property Located at 1639 E. Imperial Highway (Brea Plaza Shopping Center)

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**RECOMMENDATION**

Reconsider approval of General Plan Amendment No. GPA 2021-04 and take one of the following actions: 1) Approve Resolution No. 2022-XXX repealing Resolution No. 2022-033 to rescind approval of General Plan Amendment No. GPA 2021-04 for the Brea Plaza Shopping Center at 1639 E. Imperial Highway; or 2) Approve Resolution No. 2022-XXX submitting Resolution No. 2022-033 to the voters at the November 8, 2022, General Municipal Election.

**BACKGROUND/DISCUSSION**

On May 3, 2022, the City Council adopted Resolution No. 2022-033 approving General Plan Amendment No. GPA 2021-04 for the Brea Plaza Shopping Center at 1639 E. Imperial Highway. This General Plan Amendment would change the land use designation of the Brea Plaza Shopping Center from General Commercial (C-G) to Mixed Use II (MU-II). Resolution No. 2022-033 has not gone into effect due to the timely filing of a referendum petition with the City Clerk on June 20, 2022, by Brea Resident Advocacy PAC (BRA PAC).

Elections Code Section 9237 requires that a referendum petition be signed by not less than 10% of voters to compel a legislative body to reconsider the subject item. Upon receipt of the BRA PAC referendum petition, the City Clerk transmitted it to the Orange County Registrar of Voters (County Registrar) for verification of signatures in accordance with Elections Code Sections 9240, 9114, and 9115. The County Registrar has issued a July 8, 2022, Certificate as to Verification of Signatures on Petition (Attachment C) certifying that the BRA PAC referendum petition was signed by the requisite number of voters. Based on this certification, the City Clerk has certified to the City Council the sufficiency of the BRA PAC referendum petition (Attachment D).

Because a referendum petition with sufficient valid signatures was timely filed, the effective date of Resolution No. 2022-033 is suspended, and state law requires that the City Council now reconsider Resolution No. 2022-033 and take one of two actions. Specifically, pursuant to Elections Code Sections 9237 and 9241, the City Council is required to do one of the following: 1) entirely repeal Resolution No. 2022-033; or 2) submit Resolution No. 2022-033 to the voters at the next regular municipal election, or at a special election, occurring not less than 88 days from the Council's order.

A draft resolution for each option has been prepared for the City Council's consideration. For the

submission to the voters option, the draft resolution would place the item on ballot at the November 8, 2022, General Municipal Election rather than at a special election, because the deadline to order a measure on that ballot is August 12, 2022. This resolution also would direct the City Attorney to prepare an impartial analysis of the measure for the voter guide pursuant to Elections Code Section 9280, and would authorize one or more City Council Members to submit a ballot argument in favor of the measure pursuant to Elections Code Section 9282.

If the City Council chooses the submission to the voters option, then Resolution No. 2022-033 will not become effective unless it is approved by a majority of the voters voting on it.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Terrence Boga, City Attorney

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**Attachments**

Draft Resolution Repeal

Draft Resolution Ballot Measure

Certification - City Clerk

Certification - County

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## **RESOLUTION NO. 2022-**

### **A RESOLUTION OF THE BREA CITY COUNCIL REPEALING RESOLUTION NO. 2022-033 TO RESCIND APPROVAL OF GENERAL PLAN AMENDMENT NO. GPA 2021-04 FOR THE BREA PLAZA SHOPPING CENTER LOCATED AT 1639 E. IMPERIAL HIGHWAY**

#### **A. RECITALS:**

(i) On May 3, 2022, the City Council adopted Resolution No. 2022-033 approving General Plan Amendment No. GPA 2021-04 to change the land use designation of the Brea Plaza Shopping Center, located at 1639 E. Imperial Highway, from General Commercial (C-G) to Mixed Use II (MU-II).

(ii) On June 20, 2022, Brea Resident Advocacy PAC (“BRA PAC”) timely filed with the City Clerk a referendum petition against Resolution No. 2022-033.

(iii) On June 20, 2022, the City Clerk transmitted the BRA PAC referendum petition to the Orange County Registrar of Voters (“County Registrar”) for verification of signatures in accordance with Elections Code Sections 9240, 9114, and 9115.

(iv) The County Registrar issued a July 8, 2022 Certificate as to Verification of Signatures on Petition certifying that the BRA PAC referendum petition was signed by the requisite number of voters. Specifically, the County Registrar reported that the referendum petition was required to have 2,931 signatures and that it contained 2,982 valid signatures.

(v) On July 14, 2022 the City Clerk certified to the City Council the sufficiency of the BRA PAC referendum petition.

#### **B. RESOLUTION:**

**RESO NO. 2022-**  
July 19, 2022

**NOW, THEREFORE**, the City Council finds, determines, and resolves as follows:

1. The facts set forth in the Recitals are true and correct.
2. The City Council accepts the certification by the City Clerk that 2,982 valid signatures were submitted on the BRA PAC referendum petition and that the number of signatures submitted exceeds the requirement for reconsideration of Resolution No. 2022-033 pursuant to Elections Code Sections 9237 and 9241. Pursuant to such statutes, the City Council is required to do one of the following: (i) entirely repeal Resolution No. 2022-033; or (ii) submit Resolution No. 2022-033 to the voters at the next regular municipal election, or at a special election, occurring not less than 88 days from the Council's order.
3. In accordance with the authority set forth in the Elections Code and other applicable law, the City Council entirely repeals Resolution No. 2022-033.
4. The City Clerk shall certify to the passage and adoption of this Resolution.

**APPROVED AND ADOPTED** this 19th day of July, 2022.

\_\_\_\_\_  
Cecilia Hupp, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was passed at a regular meeting of the City Council, held on the 19th day of July, 2022, by the following vote:

**RESO NO. 2022-**  
July 19, 2022

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

## **RESOLUTION NO. 2022-**

### **A RESOLUTION OF THE BREA CITY COUNCIL ORDERING A QUALIFIED REFERENDUM MEASURE TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022**

#### **A. RECITALS:**

(i) On May 3, 2022, the City Council adopted Resolution No. 2022-033 approving General Plan Amendment No. GPA 2021-04 to change the land use designation of the Brea Plaza Shopping Center, located at 1639 E. Imperial Highway, from General Commercial (C-G) to Mixed Use II (MU-II).

(ii) On June 20, 2022, Brea Resident Advocacy PAC ("BRA PAC") timely filed with the City Clerk a referendum petition against Resolution No. 2022-033.

(iii) On June 20, 2022, the City Clerk transmitted the BRA PAC referendum petition to the Orange County Registrar of Voters ("County Registrar") for verification of signatures in accordance with Elections Code Sections 9240, 9114, and 9115.

(iv) The County Registrar issued a July 8, 2022 Certificate as to Verification of Signatures on Petition certifying that the BRA PAC referendum petition was signed by the requisite number of voters. Specifically, the County Registrar reported that the referendum petition was required to have 2,931 signatures and that it contained 2,982 valid signatures.

(v) On July 14, 2022 the City Clerk certified to the City Council the sufficiency of the BRA PAC referendum petition.

#### **B. RESOLUTION:**

**RESO NO. 2022-**  
July 19, 2022

**NOW, THEREFORE,** the City Council finds, determines, and resolves as follows:

1. The facts set forth in the Recitals are true and correct.
2. The City Council accepts the certification by the City Clerk that 2,982 valid signatures were submitted on the BRA PAC referendum petition and that the number of signatures submitted exceeds the requirement for reconsideration of Resolution No. 2022-033 pursuant to Elections Code Sections 9237 and 9241. Pursuant to such statutes, the City Council is required to do one of the following: (i) entirely repeal Resolution No. 2022-033; or (ii) submit Resolution No. 2022-033 to the voters at the next regular municipal election, or at a special election, occurring not less than 88 days from the Council's order.
3. Pursuant to the requirements of the laws of the State of California relating to general law cities, the City Council orders that Resolution No. 2022-033 be submitted to the voters for referendum at the General Municipal Election to be held on Tuesday, November 8, 2022 as follows:

Shall Resolution No. 2022-033 approving General Plan Amendment No. GPA 2021-04 for the Brea Plaza Shopping Center become effective?	YES
	NO

4. The text of Resolution No. 2022-033 to be submitted to the voters is attached as Exhibit A.
5. The ballots to be used at the election shall be in form and content as required by law.

**RESO NO. 2022-**  
July 19, 2022

6. Pursuant to Elections Code Section 9280, the City Clerk shall transmit a copy of this ballot measure to the City Attorney for the preparation of an impartial analysis.

7. The City Council authorizes one or more of its members to submit a ballot argument in favor of the measure pursuant to Elections Code Section 9282.

8. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

9. The City Clerk shall certify to the passage and adoption of this Resolution.

**APPROVED AND ADOPTED** this 19th day of July, 2022.

\_\_\_\_\_  
Cecilia Hupp, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was passed at a regular meeting of the City Council, held on the 19th day of July, 2022, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

Dated: \_\_\_\_\_

**RESO NO. 2022-**  
July 19, 2022



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Lillian Harris-Neal, City Clerk

**EXHIBIT A**  
**Resolution No. 2022-033**

(attached)



CITY OF BREA

CITY CLERK'S OFFICE

Memorandum

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**DATE:** July 14, 2022  
**TO:** City Council Members  
**FROM:** Lillian Harris-Neal, City Clerk  
**RE:** REFERENDUM AGAINST AN ORDINANCE PASSED BY THE CITY COUNCIL  
RESOLUTION NO. 2022-033

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On Monday, June 20, 2022, Brea Resident Advocacy PAC (BRA PAC ) President Ted Gribble timely filed with the City Clerk's Office a referendum petition entitled "Referendum Against an Ordinance Passed by the City Council Resolution No. 2022-033" and containing 3,635 signatures.

On Monday June 20, 2022, the City Clerk's office transmitted the BRA PAC referendum petition to the Orange County Registrar of Voters ("County Registrar") for verification of signatures in accordance with Elections Code Sections 9240, 9114, and 9115.

The County Registrar issued a July 8, 2022 Certificate as to Verification of Signatures on Petition certifying that the BRA PAC referendum petition was signed by the requisite number of voters. Specifically, the County Registrar reported that the referendum petition was required to have 2,931 signatures and that it contained 2,982 valid signatures.

Therefore, I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that:

I have caused to be examined 3,635 signatures on the BRA PAC petition pursuant to the Elections Code and 2,982 have been determined to be valid.

Based on this examination and in accordance with Elections Code Section 9240, it has been determined that the BRA PAC petition is found to be sufficient to require the City Council of the City of Brea to take action as specified in Elections Code Sections 9237 and 9241.

In witness whereof, I hereby set my hand and affix my official seal this 14th day of July, 2022.

Lillian Harris-Neal, MMC  
City of Brea, City Clerk

BOB PAGE  
Registrar of Voters  
Orange County

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Environmental Impact Report No. 2022-01, General Plan Amendment No. 2022-01, Zone Change No. 2022-01, Specific Plan No. 2022-01, and Development Agreement No. 2022-01 (Brea 265 Specific Plan)

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**RECOMMENDATION**

Staff recommends that the City Council take the following actions:

1. Approve a Resolution (Attachment A) certifying a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), State Clearinghouse No. 2020079022, and adopting Findings of Fact (FOF), a Statement of Overriding Considerations (SOC), and a Mitigation Monitoring Program (MMP);
2. Approve a Resolution (Attachment B) approving General Plan Amendment No. 2022-01 to amend the General Plan Land Use designation of the Project site from Hillside Residential and Low Density Residential to Specific Plan, based on the findings and conclusions in the attached resolution;
3. Introduce by title only and waive further reading of an Ordinance (Attachment C) approving Zone Change No. 2022-01 to amend the zoning designation of the Project site from HR and R-1 to Specific Plan, based on the findings and conclusions in the attached ordinance;
4. Approve a Resolution (Attachment D) approving Specific Plan No. 2022-01 for the Brea 265 Specific Plan, based on the findings and conclusions in the attached resolution, and subject to the recommended conditions of approval (Attachment E);
5. Introduce by title only and waive further reading of an Ordinance (Attachment F) approving Development Agreement No. 2022-01, based on the findings and conclusions in the attached ordinance; and
6. Schedule adoption of aforementioned Ordinances at the next regular City Council meeting.

**BACKGROUND/DISCUSSION**

The Applicant, Aera Energy, LLC, represented by George Basye, requests approval of the "Brea 265 Specific Plan" project ("Project"), which is a phased, master planned community on approximately 262 acres of land. The proposed project would allow up to 1,100 residential dwelling units, which are divided into 450 single-family units and 650 multi-family units. The residential densities range from 3.1 to 10.3 dwelling units per acre, with an overall average density of 4.2 dwelling units per acre. The proposed project also includes parks and recreational facilities and open space amenities throughout the site. The proposed parks, recreational amenities, and open space areas are linked with a trail network that connects to the Tracks at Brea and other regional systems. Overall, the Project site includes approximately 198 acres designated for residential use, approximately 15 acres for park and recreational uses, and approximately 47 acres of on-site, permanent open space.

Approval of the following entitlements are required for the proposed project:

1. Environmental Impact Report (EIR): for analysis of the environmental impacts resulting from construction and operation of the Brea 265 Specific Plan, prepared pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15132 (Contents of Final EIR), and CEQA Guidelines Section 15090 (Certification of the Final EIR);
2. General Plan Amendment (GPA): for an amendment of the General Plan Land Use designation of the project site from Hillside Residential and Low Density Residential to Specific Plan;
3. Zone Change (ZC): for an amendment of the zoning designation of the site from Hillside Residential (HR) and Single-Family Residential (R-1) to Specific Plan;
4. Specific Plan (SP): for a creation of the “Brea 265 Specific Plan” to specify land uses for the project site; and
5. Development Agreement (DA): for a contract between the Applicant and the City defining the terms of development proposed by vesting the City’s approval while specifying public benefits and improvements.

On June 21, 2022, the City Council received staff and Applicant presentations, opened the public hearing for the Project, received public testimony, requested additional information, and continued the review of the Project to July 19, 2022 City Council meeting. Since then, the draft conditions of approval and the draft Development Agreement have been updated to address the City Council comments on the Project. The revised conditions of approval and the Development Agreement are Attachments E and G to this report, respectively.

The comprehensive staff report package from the June 21, 2022 City Council meeting, which provides an overview of the Project, analysis of the Project, environmental assessment completed for the proposed project, the Planning Commission recommendation, and fiscal impact of the proposed project, can be accessed from the following link:

<http://weblink.cityofbrea.net/weblink/0/doc/145380/Page1.aspx>.

### **COMMISSION/COMMITTEE RECOMMENDATION**

On May 24, 2022, the Planning Commission, on 4-0-1 vote (Commissioner Chandel absent), approved resolutions recommending City Council certification of the EIR and approval of all associated entitlements for the proposed project.

### **FISCAL IMPACT/SUMMARY**

There is no request for financial assistance or fee waivers associated with the Project. In addition, the project material included a Fiscal Impact Study prepared by Development Planning & Financing Group, Inc. to estimate the fiscal impacts on the City in connection with the proposed development of the Project. Staff, with the assistance of the City’s consultant Keyser Marston Associates, conducted a peer review of the Fiscal Impact Study with the insertion of the City’s assumptions and circumstances. The conclusion of both the Fiscal Impact Study and Staff’s peer review point to the Project, as designed, conditioned, and further outlined in the DA, having no negative net fiscal impact on the City’s General Fund. Therefore, the Project would not have a negative impact on the City’s General Fund.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Joanne Hwang, AICP, City Planner

Concurrence: Jason Killebrew, Community Development Director

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**Attachments**

- A. EIR Certification Resolution
  - B. GPA Resolution
  - C. Draft Zone Change Ordinance
  - D. Specific Plan Resolution
  - E. Draft Conditions of Approval
  - F. Draft Development Agreement Ordinance
  - G. Draft Development Agreement
  - H. Pre-Adoption Notices
-

**RESOLUTION NO. XXX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE  
BREA 265 SPECIFIC PLAN PROJECT AND ADOPTING CEQA  
FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATION,  
AND MITIGATION MONITORING PROGRAM REGARDING THE SAME****A. RECITALS.**

(i) Aera Energy, LLC has applied for approval of the Brea 265 Specific Plan, which includes General Plan Amendment No. 2022-01 (GPA No. 2022-01), Zone Change No. 2022-01 (ZC No. 2022-01), Specific Plan No. 2022-01 (SP No. 2022-01), and Development Agreement No. 2022-01 (DA No. 2022-01), which would allow development of up to 1,100 residential dwelling units in low and medium density residential neighborhoods with associated park, recreation and open space amenities. For purposes of this Resolution, GPA No. 2022-01, ZC No. 2022-01, SP No. 2022-01, and DA No. 2022-01 are collectively referred to herein as “the Project.”

(ii) The Project site is generally bounded by Lambert Road/Carbon Canyon Road to the north, Carbon Canyon Regional Park to the east, Birch Street and Rose Drive to the South, and the Eagle Hills residential community to the west. The Project site currently has a General Plan Land Use designation of Hillside Residential and Low Density Residential and the zoning of Hillside Residential (HR) and Single-Family Residential (R-1).

(iii) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”). The City circulated the Notice of Preparation of the Project EIR for a 30-day public review and comment period commencing on December 14, 2018; held a public scoping meeting to receive comments on the appropriate scope of the EIR on January 16, 2019; and circulated the Draft EIR for a 45-day public review and comment period from March 9, 2022 to April 28, 2022.



(iv) The Final EIR for the Project (State Clearinghouse # 2018121035) consists of: the Draft EIR; public comments on the Draft EIR; the City's responses to those comments; and revisions to the Draft EIR merely clarified, amplified, or made insignificant modifications to the document and did not change it in any way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect or a feasible way to mitigate or avoid such an effect.

(v) Pursuant to Sections 15091 and 15093 of the CEQA Guidelines and Section 21081 of the Public Resources Code, the City has prepared CEQA Findings of Fact regarding the Final Environmental Impact Report (CEQA Findings) and a Statement of Overriding Considerations (SOC) for the unavoidable significant impact of the Project, which are attached as Exhibit A to this Resolution.

(vi) Pursuant to Section 21081.6 of the Public Resources Code, the City has prepared a Mitigation Monitoring Program (MMP) for the Project, which is attached as Exhibit B to this Resolution.

(vii) On March 22, 2022, April 26, 2022, and May 24, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City Council certify the EIR and approve the Project.

(viii) On June 21, 2022, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

(ix) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Resolution is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(x) All legal prerequisites to the adoption of this Resolution have occurred.

**B. RESOLUTION.**

NOW THEREFORE, the City Council of the City of Brea does hereby find, determine, and resolve as follows:

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** This Resolution is based on facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council.

**SECTION 3.** The City Council hereby approves and adopts as its own, the CEQA Findings and the Statement of Overriding Considerations set forth in Exhibit A, which is hereby incorporated as though set forth in full.

**SECTION 4.** The City Council hereby approves and adopts the MMP found in Exhibit B, which is hereby incorporated as though set forth in full. All mitigation measures described in the MMP shall be binding upon the Project and the persons assigned therein to implement such measures.

**SECTION 5.** The City Council hereby certifies as follows:

- a. The Final EIR for the Project has been completed in compliance with CEQA.
- b. The Final EIR for the Project was presented to the City Council and the City Council reviewed and considered the information contained therein prior to deciding whether to approve the Project.
- d. The Final EIR for the Project reflects the independent judgment and analysis of the City Council.

**SECTION 6.** City staff is hereby directed to file a Notice of Determination regarding the Final EIR with the County of Orange within 5 working days of final Project approval.

**SECTION 7. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Cecilia Hupp  
Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the \_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

**RESOLUTION NO. XXX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
APPROVING GENERAL PLAN AMENDMENT NO. 2022-01 FOR THE  
BREA 265 SPECIFIC PLAN PROJECT****A. RECITALS.**

(i) Aera Energy, LLC has applied for approval of the Brea 265 Specific Plan, which includes General Plan Amendment No. 2022-01 (GPA No. 2022-01), Zone Change No. 2022-01 (ZC No. 2022-01), Specific Plan No. 2022-01 (SP No. 2022-01), and Development Agreement No. 2022-01 (DA No. 2022-01), which would allow development of up to 1,100 residential dwelling units in low and medium density residential neighborhoods with associated park, recreation and open space amenities. For purposes of this Resolution, GPA No. 2022-01, ZC No. 2022-01, SP No. 2022-01, and DA No. 2022-01 are collectively referred to herein as “the Project.”

(ii) The Project site is generally bounded by Lambert Road/Carbon Canyon Road to the north, Carbon Canyon Regional Park to the east, Birch Street and Rose Drive to the South, and the Eagle Hills residential community to the west. The Project site currently has a General Plan Land Use designation of Hillside Residential and Low Density Residential and the zoning of Hillside Residential (HR) and Single-Family Residential (R-1).

(iii) GPA No. 2022-01 would amend the General Plan Designation of the Project site from Hillside Residential and Low Density Residential to Specific Plan.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted Findings of Fact, a Statement of Overriding Considerations, and Mitigation Monitoring Program (MMP) for the Project, which are attached as Exhibits A and B to that resolution.

(v) On March 22, 2022, April 26, 2022, and May 24, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City council certify the Final EIR and approve the Project.

(vi) On June 21, 2022, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

(vii) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Resolution is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. RESOLUTION.**

NOW THEREFORE, the City Council of the City of Brea does hereby find, determine, and resolve as follows:

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council finds as follows:

a. Approval of GPA 2022-01 would be consistent with other goals, policies, and provisions of the General Plan, including as follows:

i. General Plan Goal CD-1 is to “Provide a balance of land uses to meet the present and future needs of all residents.” The Project would adhere to Goal CD-1 by providing residential dwelling units that would serve the City’s existing residents and workforce, and those seeking to relocate to Brea. The Project would create a variety of

housing opportunities by providing up to 1,100 dwelling units, including 76 allocated for low income.

ii. General Plan Policy CD-1.5 is to “Provide opportunities for development of housing that responds to diverse community needs in terms of density, size, location, design, and cost.” The Project would adhere to General Plan Policy CD-1.5 by providing various types of housing ranging from single-family to multi-family in different spectrums of affordability.

iii. General Plan Policy CD-1.8 is to “Connect where possible, all neighborhoods of the community and surrounding areas located within the City and Sphere of Influence with greenways and well-planned, well-located park areas. Maximize connections to hillside and open space areas.” The Project would adhere to Policy CD-1.8 by providing new and upgraded parks and recreation facilities along with open space areas that provides additional connection to the City’s existing trail systems and park facilities.

iv. General Plan Policy CD-1.15 is to “Strongly encourage the rezoning and annexation of unincorporated properties in the City of Brea in order to avoid the creation of new County islands.” The Project would adhere to Policy CD-15.5 as approximately 219 acres of county lands would be incorporated into the City of Brea.

v. General Plan Housing Element Goal 2.0 is to “Assist in the provision of adequate housing to meet the needs of the community. Establish a balanced approach to meeting the housing needs that includes the needs of both renter and owner households.” The Project would adhere to the General Plan Housing Element Goal 2.0 as the Project site is identified as a potential site for new residential development in the Housing Element. The Project designates areas for single-family and multi-family residential development and would provide an additional 1,100 dwelling units of various housing types to the city’s housing stock. The Project would provide housing to meet the needs of the community, and establish a balanced approach to meeting the housing needs for both renter and owner households

vi. General Plan Housing Element Goal 3.0 is to “Provide adequate housing sites through appropriate land use, zoning, and specific plan designations to accommodate Brea’s share of regional housing growth needs.” The Project would adhere to the General Plan Housing Element Goal 3.0 by facilitating housing growth and assisting in achieving the City’s RHNA allocation. The Project seeks to provide diverse quality housing types, affordability levels, and living experiences that accommodate Brea’s residents and workforce of all income levels and age groups. The project would provide 76 affordable housing units for low and very low income households.

b. The proposed General Plan amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The Project site is physically suitable accommodate the Project’s density and the land uses, which are compatible with adjoining land uses. The Project has been evaluated and conditioned so as to upgrade necessary utilities and ensure proper traffic circulation to minimize vehicle-pedestrian conflicts. The Final EIR also evaluated environmental factors including, but not limited to, air quality, biological resources, geology & soils, greenhouse gas emissions, hazards and hazardous materials, traffic, and utilities and service systems. Although the Final EIR found that there are significant and unavoidable impacts to the environment related to air quality and greenhouse gas emissions, the City has certified the Final EIR and adopted a Findings of Fact, a Statement of Overriding Consideration, and Mitigation Monitoring Program (MMP) for the Project, by adopting a separate resolution, because the benefits of the Project outweigh the unavoidable adverse effects.

c. Approval of GPA 2022-01 would be in the public interest. The land uses and density proposed by the Project are compatible with adjoining land uses. In addition, the Project provides a number of benefits to the City and its citizens as it provides affordable housing, parks and open space dedications, monetary contributions for public safety, public works and park improvements.

**SECTION 3.** Based on the findings set forth above, the City Council hereby approves GPA 2022-01 to change the land use designation of the subject Property from Hillside Residential and Low Density Residential to Specific Plan, subject to the

Conditions of Approval attached to a separate resolution approving and adopting the Brea 265 Specific Plan, and the requirements of the MMP.

**SECTION 4. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Cecilia Hupp  
Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the \_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk



## **ORDINANCE NO. XXX**

### **AN ORDINANCE OF THE CITY OF BREA APPROVING ZONE CHANGE NO. 2022-01 FOR THE BREA 265 SPECIFIC PLAN PROJECT**

#### **THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:**

##### **A. RECITALS.**

(i) Aera Energy, LLC has applied for approval of the Brea 265 Specific Plan, which includes General Plan Amendment No. 2022-01 (GPA No. 2022-01), Zone Change No. 2022-01 (ZC No. 2022-01), Specific Plan No. 2022-01 (SP No. 2022-01), and Development Agreement No. 2022-01 (DA No. 2022-01), which would allow development of up to 1,100 residential dwelling units in low and medium density residential neighborhoods with associated park, recreation and open space amenities. For purposes of this Resolution, GPA No. 2022-01, ZC No. 2022-01, SP No. 2022-01, and DA No. 2022-01 are collectively referred to herein as “the Project.”

(ii) The Project site is generally bounded by Lambert Road/Carbon Canyon Road to the north, Carbon Canyon Regional Park to the east, Birch Street and Rose Drive to the South, and the Eagle Hills residential community to the west. The Project site currently has a General Plan Land Use designation of Hillside Residential and Low Density Residential and the zoning of Hillside Residential (HR) and Single-Family Residential (R-1).

(iii) ZC No. 2022-01 would amend the Zoning Designation of the Project site from Hillside Residential (HR) and Single-Family Residential (R-1) to Specific Plan (SP).

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted Findings of Fact, a Statement of Overriding Considerations, and Mitigation Monitoring Program (MMP) for the Project, which are attached as Exhibits A and B to that resolution.

(v) On March 22, 2022, April 26, 2022, and May 24, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City Council certify the Final EIR and approve the Project.

(vi) On June 21, 2022, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Ordinance.

(vii) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Ordinance is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. ORDINANCE.**

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council finds as follows:

a. The proposed Zone Change of the Project site from Hillside Residential (HR) and Single-Family Residential (R-1) to Specific Plan (SP) is in conformity with the General Plan as amended by GPA 2022-01, which amends the City's General Plan to change the land use designation of the subject Property from Hillside Residential and Low Density Residential to Specific Plan. Approval of ZC 2022-01 will therefore align the City's Zoning Map with the General Plan. The Project would also be consistent with other goals, policies, and provisions of the General Plan as set forth in the resolution approving GPA 2022-01.

b. The proposed Zone Change is in the interest of public necessity, convenience, general welfare, and good zoning practice based in part of the following:

i. The Project site is suitable for proposed residential, parks and recreation, and open space land uses. The Specific Plan zoning allows establishment of development regulations specifically tailored for a project site, including but not limited to, land uses, density, infrastructure, circulation, improvements, public facilities/services, and design guidelines. The Project includes development up to 1,100 dwelling units, along with approximately 15 acres of parks and recreational facilities and approximately 47 acres of open space amenities. These land uses align with the existing General Plan Land Use and Zoning designations of the Project site, which is intended for residential development and associated ancillary uses.

ii. The proposed Zone Change is not detrimental to the use of land in any adjacent zone. The proposed residential, parks and recreation, and open space land uses are compatible with the surrounding land uses, which are predominantly residential. The Project has been evaluated and conditioned so as to upgrade necessary utilities and ensure proper traffic circulation to minimize vehicle-pedestrian conflicts. The Final EIR also evaluated environmental factors including, but not limited to, air quality, biological resources, geology & soils, greenhouse gas emissions, hazards and hazardous materials, traffic, and utilities and service systems. Although the Final EIR found that there are significant and unavoidable impacts to the environment related to air quality and greenhouse gas emissions, the City has certified the Final EIR and adopted a Findings of Fact, a Statement of Overriding Consideration, and Mitigation Monitoring Program (MMP) for the Project, by adopting a separate resolution, because the benefits of the Project outweigh the unavoidable adverse effects.

**SECTION 3.** Based on the findings set forth above, the City Council hereby approves ZC 2022-01 to change the zoning designation of the Subject Property from Hillside Residential (HR) and Single-Family Residential (R-1) to Specific Plan (SP), subject to the Conditions of Approval, attached to a separate resolution approving and adopting the Brea 265 Specific Plan, and the requirements of the MMP. The City of Brea Zoning Map is hereby amended to incorporate the approval of ZC 2022-01.

**SECTION 4. Certification.** The City Clerk shall certify to the adoption of this Ordinance.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Cecilia Hupp  
Mayor

ATTEST:

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the \_\_\_\_ day of \_\_\_\_\_, 2022, and was finally passed at a regular meeting of the City Council of the City of Brea on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

**RESOLUTION NO. XXX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
APPROVING AND ADOPTING SPECIFIC PLAN NO. 2022-01 FOR THE  
BREA 265 SPECIFIC PLAN****A. RECITALS.**

(i) Aera Energy, LLC has applied for approval of the Brea 265 Specific Plan, which includes General Plan Amendment No. 2022-01 (GPA No. 2022-01), Zone Change No. 2022-01 (ZC No. 2022-01), Specific Plan No. 2022-01 (SP No. 2022-01), and Development Agreement No. 2022-01 (DA No. 2022-01), which would allow development of up to 1,100 residential dwelling units in low and medium density residential neighborhoods with associated park, recreation and open space amenities. For purposes of this Resolution, GPA No. 2022-01, ZC No. 2022-01, SP No. 2022-01, and DA No. 2022-01 are collectively referred to herein as “the Project.”

(ii) The Project site is generally bounded by Lambert Road/Carbon Canyon Road to the north, Carbon Canyon Regional Park to the east, Birch Street and Rose Drive to the South, and the Eagle Hills residential community to the west. The Project site currently has a General Plan Land Use designation of Hillside Residential and Low Density Residential and the zoning of Hillside Residential (HR) and Single-Family Residential (R-1).

(iii) SP No. 2022-01 would adopt the Brea 265 Specific Plan, which would allow development of the Project site with up to 1,100 residential dwelling units in low and medium density residential neighborhoods, and associated park, recreation and open space amenities.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted

Findings of Fact, a Statement of Overriding Considerations, and Mitigation Monitoring Program (MMP) for the Project, which are attached as Exhibits A and B to that resolution.

(v) On March 22, 2022, April 26, 2022, and May 24, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City council certify the Final EIR and approve the Project.

(vi) On June 21, 2022, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

(vii) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Resolution is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

## **B. RESOLUTION.**

NOW THEREFORE, be it resolved the City Council of the City of Brea does hereby approve as follows:

**SECTION 1.** The City Council finds that all facts set forth in the Recitals, Part A of this Resolution are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council finds as follows:

a. The Brea 265 Specific Plan is in conformity with the General Plan as amended by GPA 2022-01, which amends the City's General Plan to change the land use designation of the subject Property from Hillside Residential and Low Density

Residential to Specific Plan, and is consistent with ZC 2022 01, which amends the Zoning Designation of the Project site from Hillside Residential and Single-Family Residential to Specific Plan. SP No. 2022-01 will therefore align with the City's Zoning Map and the General Plan. The Project would also be consistent with other goals, policies, and provisions or the General Plan as set forth in the resolution approving GPA 2022-01.

b. The Brea 265 Specific Plan would not be detrimental to the public safety and general welfare of the community. The Project site is physically suitable to accommodate the Project's density and the land uses, which are compatible with adjoining land uses. The Project has been evaluated and conditioned so as to upgrade necessary utilities and ensure proper traffic circulation to minimize vehicle-pedestrian conflicts. The Final EIR also evaluated environmental factors including, but not limited to, air quality, biological resources, geology & soils, greenhouse gas emissions, hazards and hazardous materials, traffic, and utilities and service systems. Although the Final EIR found that there are significant and unavoidable impacts to the environment related to air quality and greenhouse gas emissions, the City has certified the Final EIR and adopted a Findings of Fact, a Statement of Overriding Consideration, and Mitigation Monitoring Program (MMP) for the Project, by adopting a separate resolution, because the benefits of the Project outweigh the unavoidable adverse effects.

c. Approval SP No. 2022-01 would be in the public interest. The land uses and density proposed by the Project are compatible with adjoining land uses. In addition, the Project provides a number of benefits to the City and its citizens as it provides affordable housing, parks and open space dedications, monetary contributions for public safety, public works and park improvements.

**SECTION 3.** Based on the findings set forth above, the City Council hereby approves SP No. 2022-01 and adopts the Brea 265 Specific Plan, subject to the Conditions of Approval attached as Exhibit A to this resolution, which is hereby incorporated by this reference, and the requirements of the MMP.

**SECTION 4. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Cecilia Hupp  
Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the \_\_\_\_ day of \_\_\_\_\_, 2022 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk



## **BREA 265 SPECIFIC PLAN CONDITIONS OF APPROVAL**

### Planning Division

1. Development shall occur in substantial compliance with the plans submitted to the City Council, that include specific plan, site plan, floor plans and elevations on file in the Planning Division, the conditions contained herein and all applicable Federal, State, County and local regulations. The City Planner may approve minor modifications to the approved Project plans.
2. The Applicant shall comply with all applicable terms of the approved Development Agreement No. 2022-01. If there are any conflicting terms between the Conditions of Approvals contained in this document and the terms or conditions of the Development Agreement No. 2022-01, the terms and conditions contained in the Development Agreement No. 2022-01 shall take precedent.
3. Prior to issuance of any building permits for the associated development phase, the Applicant shall submit a detailed final landscape plan to the City Planner for review and approval:
  - a. Said plans shall demonstrate compliance with all landscaping requirements for the Brea 265 Specific Plan.
  - b. No mature trees shall be removed without prior review and approval of the City Planner. Any mature trees removed shall be replaced in-kind on-site with a tree from the Specific Plan plant palette with a minimum box size of 36”.
  - c. Final landscape plans shall show all ground utility equipment, which must be properly screened by landscaping, paint, and/or screening materials or a combination thereof to be reviewed and approved by the City Planner.
  - d. All landscaping and irrigation must be installed prior to the issuance of the Certificate of Occupancy for associated development phase.
  - e. The landscape plan shall include to the maximum extent feasible, and if subject to applicable Caltrans approval, the incorporation of a minimum 36” box trees along the Project’s highway (i.e. Carbon Canyon Road) frontage to the satisfaction of the City Planner.
  - f. All existing healthy Opuntia (Prickly Pear) species within the project site to be removed shall be transplanted to the open space area located at the eastern edge of the project site (Planning Area 5), unless a licensed landscape architect determines that a plant(s) is unsuitable for transplantation due to its condition.
  - g. Any Palm tree species and other plant species considered as an invasive plant species by the California Invasive Plant Council are prohibited from planting within the project site boundary.

- h. Landscaped areas within all Homeowner's Association (HOA) common areas shall utilize drought tolerant planting to the maximum extent feasible as determined by the City Planner.
4. All roof mounted equipment shall be screened from public view. All screening designs shall be architecturally integrated with the building and shall be subject to the review and approval of the City Planner and Building and Safety Division.
5. Prior to the issuance of a grading permit, the Applicant shall contact the Tribe with notification of the proposed grading and shall make a good-faith effort, as determined by the City's Community Development Director, to enter into a Tribal Cultural Resources Treatment and Monitoring Agreement to allow a Tribal monitor to be present during any ground work. The agreement shall include, but not be limited to, outlining provisions and requirements for addressing the handling of Tribal cultural resources; Project grading and development scheduling; terms of compensation for the Tribal monitors; treatment and final disposition of any Tribal cultural resources, including but not limited to sacred sites, burial goods and human remains, discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional Tribal monitors during all ground-disturbing activities.
6. Prior to issuance of building permits and prior to and during construction, the Applicant shall adhere to all measures described in the mitigation monitoring and reporting program listed in the Project's Final Environmental Impact Report. The mitigation monitoring and reporting program shall be in effect throughout all construction related activities as indicated in the report.
7. Prior to building final, the Applicant shall prepare and submit a written report demonstrating completion of the mitigation monitoring and reporting program for review and approval of the City Planner.
8. Prior to the issuance of building permits, the Applicant shall submit photometric plans for review and approved by the Building Official and City Planner pursuant to Brea City Code Sections 20.08.040 and 20.252.040. Said plans shall show the location of all exterior lights, a measurement of light throughout the site and include cut/specifications sheets for proposed lighting equipment.
9. All uses shall comply with the provision of BCC Chapter 20.20 including, but not limited to vibration, glare, emission of dust, smoke and odors.
10. Prior to the issuance of any building permit for the Project related signage in the associated development phase, the Applicant shall submit a sign program for review and approval of the City Planner. The sign program shall comply with all applicable City regulations, including all State and regulations.
11. Prior to issuance of a Building Permit, the Applicant shall provide charging stations for electric vehicles as required by State building code.

12. The Applicant is responsible for paying all charges related to the processing of this Project within 30 days of the issuance of the final invoice or prior to the issuance of grading or building permits for this Project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits.
13. At all phases of construction and operation, the Applicant shall comply with all mitigation measures described in the Final Environmental Impact Report.
14. Approval of General Plan Amendment No. 2022-01 and Specific Plan No. 2022-01 are contingent upon City Council adoption of an ordinance, processed concurrently, to approve Zone Change No. 2022-01, and Development Agreement No. 2022-01.
15. Prior to construction of any perimeter fencing, the Applicant shall submit a fencing plan(s) showing either tubular steel fencing or equivalent or glass fencing with stripes and/or etching that meets the American Bird Conservancy (ABC) scale that represent a Threat Factor of 10 or less.
16. Pre-construction surveys for burrowing owl shall be conducted prior to the start of ground disturbing activities (grading, grubbing, and construction) at the project site. The surveys shall follow the methods described in the CDFW's Staff Report on Burrowing Owl Mitigation (CDFW 2012). Two surveys shall be conducted, with the first survey being conducted between 30 and 14 days before initial ground disturbance, and the second survey being conducted no more than 24 hours prior to initial ground disturbance. If burrowing owls and/or suitable burrowing owl burrows with sign (e.g., whitewash, pellets, feathers, prey remains) are identified on the project site during the survey and impacts to those features are unavoidable, consultation with the CDFW shall be conducted and the methods described in the CDFW's Staff Report on Burrowing Owl Mitigation (CDFW 2012) for avoidance and/or passive relocation shall be followed. A report of the findings prepared by a qualified biologist shall be submitted to the City of Brea's Community Director prior to ground disturbing activities.
17. Any disclosure required at the time of residential property sales per California Civil Code related to health and safety (i.e. natural hazards, lead paint) shall apply to all lease/rental agreements. Such disclosures shall also include disclosures related to the truck traffic associated with Olinda Alpha Landfill, existing oil operations at the project site, and the dam inundation zone/flood flow area.
18. Prior to issuance of any grading permit, an irrevocable offer of dedication of a conservation easement agreement and/or other applicable protective instrument in favor of the City and/or conservation management entity shall be recorded for the 52.86-acre off-site open space land dedication required by the Mitigation Measure BIO-1 to ensure that such land is preserved as open space in perpetuity.

19. To the fullest extent permitted by law, the Applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by approval of this permit; and (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to the approval of this permit and/or the granting or exercise of the rights authorized by said approval; and (iii) from any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by, this permit. Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by a legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

#### Community Services Department

20. Prior to development of the Public Multi-Purpose Trails (Specific Plan Exhibit 3-5), construction documents shall be submitted for review and approval by all applicable City departments. The construction drawings shall include, but not be limited to, the following amenities:
- a. Shade (Structures and Trees)
  - b. Benches
  - c. Maps/Kiosks/Wayfinding Signs
  - d. Emergency Call Stations
  - e. Dog Waste Stations
  - f. Trash Cans
  - g. Center Striping on 10' Asphalt
  - h. Signage at the trailhead/exit for the Ridgeline Trail along the eastern edge of the project site, which discloses prohibition of bicycles and other trail information, including but not limited to, hours of operation and general trail use rules
  - i. Outdoor lighting, if deemed necessary
    - i. All outdoor lighting shall face inward and/or follow the Illuminating Engineering Society's guidelines regarding night light ("Light to Project the Night - Five Principles for Responsible Outdoor Lighting")

- j. All amenities shall match existing products used on the Tracks at Brea Trail System. Refer to Brea 265 – City Equipment Specifications under Condition No. 27. Any modification to materials or specifications shall be approved by the City prior to installation.
21. Prior to the development of the Staging Area Park (Specific Plan Exhibit 4-2), construction documents shall be submitted for review and approval by all applicable City departments. Plans shall include, but not be limited to, the following amenities:
- a. 20' wide dual tread trail – 10' asphalt and 10' stabilized D.G.
  - b. Infrastructure for alternative fuel vehicle parking in public parking lot
  - c. Two (2) truck and trailer parking spots for equestrian accommodations
  - d. One restroom building with gender neutral restrooms and center plumbing alley
  - e. Drinking fountains to include bottle fillers and dog basins
  - f. All amenities shall match existing products used within City of Brea Parks. Refer to Brea 265 – City Equipment Specifications under Condition No. 27. Any modification to materials or specifications shall be approved by the city prior to installation.
22. A parking study shall be submitted with the plans for the Staging Area Park (Specific Plan Exhibit 4-2) for review and approval by all applicable City departments.
23. A diagram for the Staging Area Park (Specific Plan Exhibit 4-2) indicating maintenance responsibilities (City or HOA) shall be submitted for review and approval by the Parks Division and Community Services Department.
24. Prior to development of the Sports Park (Specific Plan Exhibit 4-3), the Developer shall submit construction drawings to the Planning Division and Community Services Department for review and approval. The Parks, Recreation and Human Services Commission shall review all artificial turf material proposed for the Sports Park. The drawings shall include, but not be limited to, the following amenities:
- a. Baseball Field:
    - i. Decorative chain-link fencing with vinyl coating
    - ii. Cantilevered backstops
    - iii. Shaded dugouts and attached bullpens
    - iv. Musco lighting
    - v. Home run fencing (3 different distances determined by City)
    - vi. 1% grade to prevent field flooding
    - vii. Artificial turf
    - viii. Proper drainage
    - ix. Foul ball netting

- x. Scoreboard and wireless control panel (along left field home run fence)
- xi. Scorekeeping station behind home plate
- xii. Concrete spectator seating with shade on first and third base sides

b. Tennis Courts (4):

- i. Decorative chain-link fencing with vinyl coating and wind screen
- ii. Musco lighting
- iii. Post tension slab
- iv. Sign-in board

c. Soccer Field (225'x330') & Football Field (180'x330'):

- i. Decorative chain-link fencing with vinyl coating
- ii. Musco Lighting
- iii. Netting
- iv. 1% grade prevent field flooding
- v. Artificial Turf
- vi. Proper drainage
- vii. Concrete spectator seating with shade on both sides of field
- viii. Scoreboard at south end
- ix. Scorekeeping station
- x. Removeable football goal posts
- xi. Field goal netting for soccer/football
- xii. Football field goal posts (removable and portable with sleeves/plugs)

d. Pickleball Courts (4):

- i. Decorative chain link fencing with vinyl coating and wind screen
- ii. Musco Lighting
- iii. Post Tension Slab
- iv. Shaded staging area for waiting players
- v. Sign-in board
- vi. Full Basketball Court (1):
- vii. Musco Lighting
- viii. Post Tension Slab
- ix. Drinking Fountain with bottle filler
- x. Benches

e. Tartan Track w/Fitness Stations 12' Wide:

- i. Rubberized Tartan Track Material
- ii. Lighting
- iii. Trail
- iv. 20' wide dual tread multi-purpose – 10' asphalt and 10' D.G.

v. Benches

f. Innovative Play Area:

- i. Play equipment for ages 2 to 14
- ii. Rubberized surface
- iii. Drinking fountain with bottle filler
- iv. Shade
- v. Benches

g. Storage Facility:

- i. Minimum of 3,000 square feet

h. Parking Lot:

- i. Decorative low fencing to encourage proper pedestrian circulation
- ii. Infrastructure for Electric Vehicle Parking

i. Concession Stand:

- i. Amperage to be determined by City
- ii. Food grade stainless steel counter tops
- iii. Air Conditioning

j. Restrooms:

- i. One restroom building with gender neutral restrooms and center plumbing alley
- ii. Drinking fountain with bottle filler

k. Water Quality Basin:

- i. Dual purpose with shade, picnic tables and trash receptacles

l. Maintenance Access Road connected Existing Sports Park with New on the East Side

m. Pedestrian Access Path connecting Existing Sports Park and School on West Side and through the Center

n. Team Warm-up Area

- i. 1% grade
- ii. Proper drainage

- o. Basketball Court – full size (1)
  - p. A book exchange opportunity
  - q. Monument Signage at both entrances (Valencia and Lambert)
  - r. Fiber optic connection from current concession and irrigation controllers between existing and new parks
  - s. Infrastructure for WIFI
  - t. City ordinance and park signage installed at location determined by City
  - u. Updated wayfinding at existing and new park to match
  - v. Two Edison meters (Lighting/Concession)
  - w. Motorized artificial turf maintenance equipment (Provided by Developer)
  - x. Portable Pitching Mounds (Provided by Developer)
  - y. All amenities shall match existing products used within City of Brea Parks and the Brea Sports Park for continuity. Refer to Brea 265 – City Equipment Specifications under Condition No. 27. Any modification to materials or specifications shall be approved by the city prior to installation.
25. A parking study shall be submitted with the plans for the Sports Park (Specific Plan Exhibit 4-3) for review and approval by the Planning Division and Community Services Department.
26. Vehicle shade structures at the public parking area for the Sports Park (Specific Plan Exhibit 4-3), if any, shall incorporate solar panels to the maximum extent feasible.
27. BREA 265 – City Equipment Specifications:
- a. Backflows = Febco with ball valve shut off
  - b. Isolation Valves = Brass ball valves
  - c. Irrigation Controller = Rain Bird ESP – MIB with remote control hook-up
  - d. Valves = Rain Bird GB series
  - e. Central system = Maxicom
  - f. Spray Heads = Rain Bird 1800 SAMPRS
  - g. Turf Rotors = Rain Bird 6004,7005,8005
  - h. Small Rotors = Rain Bird 5000+, rotators



- i. On-grade drip = Rain Bird
- j. Valve boxes = Brookes
- k. Backflow Enclosure = Guardshack
- l. Pipe and fittings = Sched. 40
- m. Quick Couplers = Nelson 7600 series
- n. Tables = Quick Crete #Q-LBT-PTS-1; Q-QCFF42
- o. Bench = Quick Crete #QI-PS-84B-C1-T2
- p. Trash Receptacles = Quick Crete #QR-CAL-3136WA26
- q. Liner = QRPL26 (41 gallon)
- r. Drinking fountain = Most Dependable Fountain #10145SMFA with front approach and stainless-steel surface carrier
- s. Playground Equipment per City approval
- t. Chain link vinyl coated fence
- u. Female base pegs
- v. Female pitching rubber and home plate
- w. TRC Remote – compatible with Rain Bird
- x. Basketball post with rim = Tomark #31044-06 & #30100
- y. Basketball/tennis/pickleball court light timer = Musco control link – Individual court timers to activate court play or extend play push button with warning light
- z. Walkway lights = LED match sports park
- aa. Field and Court Lights (soccer, baseball, basketball, tennis and pickleball) = Musco LED fixtures with control link
- bb. Brickdust = Gail Materials
- cc. Bike Rack = Landscape Structures #100102B
- dd. Wall Mount Toilet = Acorn –PenalWare 1679 Series
- ee. w/Sloan hydraulic royal model 952-1.6 flushometer
- ff. w/Sloan push button actuator #HY-100-A
- gg. Wall Mount Urinal = Acorn –PenalWare 1707 Series
- hh. w/Sloan hydraulic royal model flushometer 995-1
- ii. w/Sloan hydraulic royal flushometer push button actuator #HY-100-A
- jj. Hand Dryer = Xcelerator
- kk. Restroom Sink = Acorn-Penalware 1652 Series
- ll. Hose Bibs = Acorn #8121 w/vacuum breaker

- mm. Exterior restroom lights = Luminaire #SWP1212 (or other vandal resistant fixture)
- nn. Interior restroom lights = Luminaire #SWP610 (or other vandal resistant fixture)
- oo. Wire Spice – Dri-Splice
- pp. BBQ = Little Tikes 200-X stationary grill #100001085(small) or 210-X stationary
- qq. Grill #100001092(large)
- rr. Trail material: Nexpave – Gail Materials
- ss. Trail Memorial Bench – Keystone Ridge – SC26C Schenley bench with center arm rest (6')

#### Public Works Department

- 28. Prior to the issuance of any building permits in the associated development phase, the Applicant shall submit a final drainage study for the review and approval of the City Engineer. Said study shall be prepared by a registered Civil Engineer, to reflect if the proposed development impacts the existing public storm drain system, meeting all City and Orange County requirements.
- 29. Prior to the issuance of any building permits in the associated development phase, the Applicant shall provide precise grading plans for each subdivision area and/or development area. The precise grading plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. A soils report shall be submitted with the precise grading plans for each subdivision area and/or development area, for the review and approval of the City Engineer.
- 30. Prior to the issuance of any building permits or permits for public improvements in the associated development phase, the Applicant shall obtain all applicable permit approvals from the U.S. Army Corps of Engineers and Orange County Flood Control District for the replacement of the existing Carbon Canyon Channel with a covered, underground reinforced concrete box structure. Where applicable, the Applicant shall obtain appropriate permits from Federal Emergency Management Agency (FEMA). The Applicant shall provide documentation to the City Engineer identifying the requested permit approvals prior to issuance of any building permits or permits for public improvements. All drainage improvements associated with the proposed underground drainage structure shall be constructed prior to the issuance of any occupancy release.
- 31. The Applicant shall complete any abandonment and soil remediation of oil operations prior to the issuance of grading permit in the associated phase. The Applicant shall provide for the review and approval of the City Engineer, documentation of such abandonment and soil remediation.

32. Prior to the issuance of any building permits, the Applicant shall submit Erosion and Sediment Control Plans for review and approval. Said plans shall identify the State issued WDID number and the contact information for the person that is to be reached in case of emergency.
33. Prior to the issuance of any building permits, the Applicant shall submit a final Water Quality Management Plan (WQMP) for review and approval. The Applicant shall submit the finalized and approved Preliminary WQMP at the time of first submittal, and prior to the issuance of any building permits. The Applicant and any future successors, including the HOA, shall adhere to the final WQMP during the life of the Project.
34. The Applicant and/or HOA shall be responsible for the maintenance of all temporary and permanent Best Management Practices (BMP's), ponds, and detention/retention structures located on public or private property.
35. Prior to the issuance of any building permits in the associated development phase, the Applicant shall submit a Preliminary Soils Report for the review and approval of the Building & Safety Division and the City Engineer. The Preliminary Soils Report shall be reviewed and approved prior to the issuance of any building permit.
36. Prior to the issuance of any building permits in the associated development phase, the Applicant shall submit a final sanitary sewer capacity analysis subject to review and approval of the City Engineer.
37. All proposed sewer laterals shall be per City Building and Plumbing Codes, and shall be connected directly to the adjacent City of Brea public sanitary sewer main or to the Orange County Sanitation District sanitary sewer main.
38. Prior to the issuance of any building permits in the associated development phase, the Applicant shall attain all applicable permit approvals from Orange County Sanitation District (OCSD) for all proposed sanitary sewer connections to the existing OCSD main. The Applicant shall provide documentation to the City Engineer identifying the requested permit approval prior to issuance of any building permits. All sanitary sewer connections associated with the proposed OCSD connections shall be constructed prior to the issuance of any occupancy release.
39. Prior to the issuance of any building permits, the Applicant submit public improvement plans for review and approval of the City Engineer that resolve the sanitary sewer capacity deficiencies facilitated by the proposed development as identified in the Brea 265 Sewer System Analysis included within the entitlement phase approvals. Said improvement plans shall include either the construction of a new 10-inch sewer in Birch Street diverting all flow tributary to Manhole 44 westerly in Birch Street to Manhole 21, or the construction of a diversion manhole downstream of Manhole 44 that will send the total flow southerly in Voyager Avenue to Manhole

11 through a new 8-inch sewer pipeline. All improvements associated with said public improvement plans shall be constructed prior to the issuance of any occupancy release of any buildings located to the west of Valencia Avenue.

40. Prior to issuance of any building permit, the Applicant shall submit a Solid Waste/Trash Collection Circulation Plan for the review and approval of the City Engineer.
41. All water and fire services shall be per the latest City of Brea Public Works Standards. All proposed domestic, irrigation, and fire services shall include backflow prevention to the satisfaction of the City Engineer and the Brea Fire Department
42. The Applicant shall install water meters, vaults, and above ground backflow prevention devices for all domestic, irrigation, and fire services and systems. Easements shall be dedicated to the City for the maintenance, repair, and operation of all water meters and vaults.
43. All proposed fire hydrant locations shall be subject to the review and approval of the City Engineer and Brea Fire Department. Installation of fire hydrants shall be in accordance with City of Brea Public Works Standards and all applicable building codes.
44. The Applicant shall dedicate and/or transfer all water shares associated with the total property area of the proposed development as identified in the Brea 265 Specific Plan, to the City of Brea. Applicant shall finalize the dedication and/or transfer of said water rights to the City of Brea prior to any certificate of occupancy.
45. Prior to the issuance of any building permits, and within 90-days of the request of the City Engineer, the Applicant shall prepare and provide to the City Engineer proof of the availability of sufficient water supply through a written Water Supply Verification, based on the requirements set forth in Government Code Section 66473.7. All processes and procedures associated with the preparation and processing of the Water Supply Verification shall be in accordance with Government Code Section 66473.7.
46. Prior to the issuance of any building permit, the Applicant shall prepare design plans for the construction of a new booster pump at the Berry Street Reservoir for the review and approval of the Building & Safety Division and the City Engineer. The new booster pump shall be a variable frequency drive (VFD) pump, and shall provide a minimum capacity of 2,000 gallons per minute (gpm). The design plans shall include the design of the pump, a housing enclosure structure matching the existing enclosure structures at the Berry Street Reservoir, all required water and electrical connections, structural foundations and pads, and the design of all infrastructure required to facilitate full operation. All improvements shall be constructed to the satisfaction of the Building & Safety Division and the City Engineer prior to the issuance of any occupancy release of the associated development phase.

47. Prior to the issuance of any building permit, the Applicant shall prepare design plans for the review and approval of the City Engineer, for the replacement of the existing 12-inch waterline with new 24-inch cement mortar lined (CML) waterline from the existing Valencia Reservoir inlet/outlet connection to Sandpiper Way and on Valencia Avenue from Lambert Road to Birch Street. All improvements shall be constructed to the satisfaction of the City Engineer prior to the issuance of any occupancy release of the associated development phase.
48. The Applicant shall install Automated Metering Infrastructure (AMI) for all water service systems serving the proposed development. The AMI shall include AMI meters, poles, responders, programming and software installation, and all infrastructure required for operations of the system and communication with the City server and water system, to the satisfaction of the City Engineer. All AMI shall be installed and fully operational to the satisfaction of the City Engineer prior to any certificate of occupancy for the applicable development area.
49. All proposed water, sanitary sewer, and storm drain systems, dry utilities, roadways, street lighting, and associated infrastructure located within the proposed public right-of-way shall be public systems and infrastructure. All proposed storm drain systems, dry utilities, roadways, street lighting, and associated infrastructure located within private property or within the proposed private gated community shall be private systems and infrastructure, and be owned and maintained by the Applicant and/or HOA. All proposed water and sanitary sewer infrastructure located within the roadway system of the proposed private gated community shall be public systems. The public water and sanitary sewer infrastructure located within the private gated community shall be located within a separate utility and access easement that is dedicated to the City of Brea as part of the Tentative Tract Map(s) and the Final Tract Map(s).
50. Prior to the issuance of any building permit for the private gated community, the Applicant shall enter an agreement with the City acknowledging that all applicable utilities, roadways, street lighting, and infrastructure located within the private gated community shall be owned and maintained by the Applicant and/or HOA, and shall be properly maintained according to industry standards and all applicable jurisdictional requirements. Within this agreement the Applicant shall further agree to hold the City harmless from any claims on the design, maintenance, and operation of all applicable utilities, roadways, street lighting, and infrastructure located within the private gated community. This agreement shall identify that all pedestrian and/or gate access, all walls/fencing, all signage, and all associated infrastructure shall be owned and maintained by the Applicant and/or HOA. This agreement shall include an acknowledgement that the repair, replacement, and/or maintenance of public water or sanitary sewer infrastructure located within the private gated community, by the City of Brea, may result in damages to privately maintained roadway infrastructure. The City of Brea will repair said damages per City standards and to the satisfaction of the City Engineer. All repairs above and beyond City standards

shall be the responsibility of the Applicant and/or HOA. This agreement shall identify that the Applicant and/or HOA shall provide the City access to public utilities within the private gated community at all times, and that the City shall have access through all gated entries to the satisfaction of the City Engineer.

51. Prior to the issuance of any building permit for the private gated community, the Applicant shall enter an agreement with the City that clearly identifies the ownership and maintenance responsibility of all multi-purpose trails associated with the proposed development as identified within the Specific Plan. This agreement shall include an acknowledgement that all multi-purpose trails and associated infrastructure that is owned and maintained by the Applicant and/or HOA, shall be maintained according to industry standards and all applicable jurisdictional requirements. This agreement shall identify the existing culvert or proposed pedestrian under crossing, as identified in the Specific Plan, as being under the ownership and maintenance responsibility of the Applicant and/or HOA. Within this agreement the Applicant shall further agree to hold the City harmless from any claims on the design, maintenance, and operation of multi-purpose trails that are owned and maintained by the Applicant and/or HOA.
52. Covenants, Codes, and Restrictions (CC&R's) shall be provided for the review and approval of the Public Works Department, Fire Department, Community Development Department, and City Attorney. The CC&R's shall address the private gated community, including but not limited to the ownership and maintenance responsibility for on-site art piece(s), site drainage, utility lines, associated piping and appurtenances, roadways, street lighting, on-site and off-site landscaping located in the public right-of-way, multi-purpose trails, and temporary and permanent Best Management Practices (BMP's), ponds, and detention/retention structures, as identified in the final WQMP. The CC&R's shall address the rights of the City and utility companies to access their various utilities within private streets and easement areas. The CC&R's shall apply to any successors to the property owner at the time of the subdivision. Said CC&R's shall be recorded at the time of recordation of the Final Map(s) for a development phase. A copy of the recorded CC&R's shall be provided to the Community Development Department within thirty (30) days of recordation.
53. The proposed development shall only be served by underground distribution utilities.
54. Prior to the issuance of any building permits in a development phase, the Applicant shall pay all applicable impact fees and connection fees as set forth in the City ordinances and in effect at the time of permit approval.
55. Prior to the issuance of any occupancy release in Phase 2, the Applicant shall submit public improvement plans for the review and approval of the City Engineer for the construction of two (2) Emergency Changeable Message Signs that are to be located on Lambert Road, and are to be of a type as directed by the City Engineer. The proposed signage shall be located at the intersection of Lambert Road and

Associated Road and at the intersection of Lambert Road and Sunflower Street, or as directed by and to the satisfaction of the City Engineer. The design plans shall include the design of the both Emergency Changeable Message Signs, all structural foundations and/or pads, all required electrical and communications modifications and/or connections, and all infrastructure required to facilitate full operation. All improvements shall be constructed to the satisfaction of the City Engineer prior to the issuance of any occupancy release in the associated development phase.

56. Prior to the issuance of any building permit in Phase 2 or Phase 3, the Applicant shall submit public improvement plans for the review and approval of the City Engineer for all improvements within Lambert Road. The public improvement plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any occupancy release. The public improvements to Lambert Road shall include but are not limited to the following items:

- a. All right-of-way dedications required to facilitate a minimum right-of-way width of 120-feet;
- b. All easement dedications required to facilitate a minimum 20-foot wide multi-purpose trail on the northerly and southerly right-of-way frontage;
- c. All improvements required to facilitate a minimum right-of-way width of 120-feet. The final right-of-way section shall include a roadway section of 102-foot minimum width from curb face to curb face, and a 9-foot parkway width on both the northerly and southerly right-of-way. Each parkway shall consist of 5-feet of landscaped area and 4-feet of multi-purpose trail. Said right-of-way and roadway section width shall be increased as necessary to facilitate turn pockets;
- d. All improvements required to facilitate the construction of a 20-foot multi-purpose trail on the northerly and southerly right-of-way frontage;
- e. All improvements required to facilitate a smooth transition of roadway, curb and gutter, and travel lanes on Lambert Road between Sunflower Street and the Proposed "MM"/"NN" Street;
- f. Construction of a center landscape median island from Sunflower Street to the Proposed "MM"/"NN" Street, and from the Proposed "MM"/"NN" Street to Valencia Avenue;
- g. All center landscape median island modifications and/or turn pocket construction, or improvements required to provide driveway access to the proposed Community Facility Land to the satisfaction of the City Engineer;
- h. All required striping and signage improvements from Sunflower Street to Valencia Avenue;
- i. All intersection and traffic signal improvements and/or modifications at the intersections with Sunflower Street, Proposed "MM"/"NN" Street, and Valencia Avenue. Said improvements shall include electrical, communications, and all

other infrastructure required to facilitate full intersection and traffic signal operation;

- j. All driveway and/or emergency access driveways and associated infrastructure;
  - k. All transit stops and/or facilities and associated infrastructure;
  - l. All improvements to the existing culvert or proposed pedestrian under crossing as identified in the Specific Plan;
  - m. All proposed utility improvements, modifications, relocations, and connections located within the public right-of-way. Said improvements shall include all utility connections required to facilitate the proposed private and public development; and
  - n. The removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, vent pipes, fire hydrants, signage, street lights, power poles, and paving.
57. Prior to the issuance of any building permit in Phase 2 or Phase 3, the Applicant shall submit public improvement plans for the review and approval of the City Engineer for all improvements within Valencia Avenue, north of Lambert Road. The public improvement plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any occupancy release. The public improvements to Valencia Avenue, north of Lambert Road, shall include but are not limited to the following items:
- a. All right-of-way dedications required to facilitate a minimum westerly half right-of-way width of 50-feet;
  - b. All easement dedications required to facilitate a minimum 20-foot wide multi-purpose trail on the westerly right-of-way frontage;
  - c. All improvements required to facilitate a minimum westerly half right-of-way width of 50-feet. The final westerly half right-of-way section shall include a roadway section of 42-foot minimum width from street centerline to the westerly curb face, and an 8-foot parkway width on the westerly right-of-way frontage. The westerly parkway shall consist of proposed concrete sidewalk for the full parkway width. Said right-of-way and roadway section width shall be increased as necessary to facilitate turn pockets;
  - d. All improvements required to facilitate the construction of a 20-foot multi-purpose trail on the westerly right-of-way frontage;
  - e. All improvements required to facilitate a smooth transition of roadway, curb and gutter, and travel lanes to match existing improvements on Valencia Avenue to the north of the proposed development frontage;



- f. All center landscape median island modifications and/or turn pocket construction required for access to all driveway and/or emergency access driveways, or access to the proposed Community Facility Land, as identified in the Specific Plan;
  - g. All required striping and signage improvements from the northerly Project limits to Lambert Road;
  - h. All intersection and traffic signal improvements and/or modifications at the intersection with Lambert Road. Said improvements shall include electrical, communications, and all other infrastructure required to facilitate full intersection and traffic signal operation;
  - i. All driveway and/or emergency access driveways and associated infrastructure;
  - j. All transit stops and/or facilities and associated infrastructure;
  - k. All proposed utility improvements, modifications, relocations, and connections located within the public right-of-way. Said improvements shall include all utility connections required to facilitate the proposed private and public development; and
  - l. The removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, vent pipes, fire hydrants, signage, street lights, power poles, and paving.
58. Prior to the issuance of any building permit in Phase 1, the Applicant shall submit public improvement plans for the review and approval of the City Engineer for all improvements within Rose Drive. The public improvement plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. Prior to the issuance of any building permit, the Applicant shall submit public improvement plans or equivalent to all applicable neighboring jurisdiction for review and approval of the connection of proposed public improvements to that such jurisdiction's infrastructure. The Applicant shall provide the City Engineer documentation identifying the corresponding jurisdiction's approval of the public improvement plan or equivalent prior to the issuance of any permit approval. All improvements shall be constructed, including any field punch list items, to the satisfaction of the City Engineer prior to the issuance of any occupancy release. The public improvements to Rose Drive shall include but are not limited to the following items:
- a. All right-of-way dedications required to facilitate a minimum right-of-way width of 98-feet, with a minimum easterly half right-of-way width of 50-feet;
  - b. All easement dedications required to facilitate a minimum 20-foot wide multi-purpose trail on the easterly right-of-way frontage;
  - c. All improvements required to facilitate a minimum right-of-way width of 98-feet, with a minimum easterly half right-of-way width of 50-feet. The final right-of-way section shall include a roadway section of 65-foot minimum width from curb

face to curb face, and a 17-foot parkway width on the easterly right-of-way frontage. The parkway shall consist of 5-feet of landscaped area and 12-feet of multi-purpose trail. Said right-of-way and roadway section width shall be increased as necessary to facilitate turn pockets;

- d. All improvements required to facilitate the construction of a 20-foot multi-purpose trail on the easterly right-of-way frontage;
  - e. All roadway improvements as required by the corresponding neighboring jurisdiction;
  - f. Construction of two travel lanes in both the northbound and southbound directions from the Valencia Avenue through the intersection of Vesuvius Drive/Proposed "AA" Street. Said travel lanes shall transition to the south after the Vesuvius Drive/Proposed "AA" Street intersection, to match the existing or planned roadway configuration at Blake Street and the corresponding neighboring jurisdiction, to the satisfaction of the City Engineer;
  - g. All improvements required to facilitate a smooth transition of roadway, curb and gutter, and travel lanes on Rose Drive between Valencia Avenue and the Proposed "P" Street, and from the Vesuvius Drive/Proposed "AA" Street to Blake Street and the roadway configuration on Rose Drive within the corresponding neighboring jurisdiction;
  - h. Construction of a center landscape median island from Valencia Avenue to the Proposed "P" Street, and from the Proposed "P" Street to Vesuvius Drive/Proposed "AA" Street;
  - i. All required striping and signage improvements from Valencia Avenue through the intersection of Blake Road;
  - j. All intersection and traffic signal improvements and/or modifications at the intersections with Valencia Avenue, Proposed "P" Street, Vesuvius Drive/Proposed "AA" Street, and Blake Road. Said improvements shall include electrical, communications, and all other infrastructure required to facilitate full intersection and traffic signal operation;
  - k. All driveway and/or emergency access driveways and associated infrastructure;
  - l. All transit stops and/or facilities and associated infrastructure;
  - m. All proposed utility improvements, modifications, relocations, and connections located within the public right-of-way. Said improvements shall include all utility connections required to facilitate the proposed private and public development; and
  - n. The removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, vent pipes, fire hydrants, signage, street lights, power poles, and paving.
59. Prior to the issuance of any building permit in Phase 1, the Applicant shall submit public improvement plans for the review and approval of the City Engineer for all

improvements within Blake Road. The public improvement plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. Prior to the issuance of any building permit, the Applicant shall submit plans to the corresponding neighboring jurisdiction for review and approval of the connection of proposed public improvements to the that such jurisdiction's infrastructure. The Applicant shall provide the City Engineer documentation identifying the corresponding jurisdiction's approval prior to the issuance of any permit approval. All improvements shall be constructed, including any field punch list items, prior to the issuance of any occupancy release. The public improvements to Blake Road shall include but are not limited to the following items:

- a. All right-of-way dedications required to facilitate a minimum northerly half right-of-way width of 29-feet;
- b. All easement dedications required to facilitate a minimum 20-foot wide multi-purpose trail on the northerly right-of-way frontage;
- c. All improvements required to facilitate a minimum northerly half right-of-way width of 29-feet. The final right-of-way section shall include a northerly half roadway section of 20-foot minimum width from roadway centerline to curb face, and a 9-foot parkway width on the northerly right-of-way frontage. The parkway shall consist of 5-feet of landscaped area and 4-feet of multi-purpose trail. Said right-of-way and roadway section width shall be increased as necessary to facilitate turn pockets;
- d. All improvements required to facilitate the construction of a 20-foot multi-purpose trail on the northerly right-of-way frontage;
- e. All roadway improvements as required by the corresponding neighboring jurisdiction;
- f. All improvements required to facilitate a smooth transition of roadway, curb and gutter, and travel lanes on Blake Road from the intersection of Rose Drive to the easterly terminus of Blake Road, and the roadway configuration on Blake Road within the corresponding neighboring jurisdiction;
- g. All required striping and signage improvements from Rose Drive through the eastern terminus of Blake Road;
- h. All intersection and traffic signal improvements and/or modifications at the intersections with Rose Drive. Said improvements shall include electrical, communications, and all other infrastructure required to facilitate full intersection and traffic signal operation;
- i. All driveway and/or emergency access driveways and associated infrastructure;
- j. All transit stops and/or facilities and associated infrastructure;
- k. All proposed utility improvements, modifications, relocations, and connections located within the public right-of-way. Said improvements shall include all utility

connections required to facilitate the proposed private and public development; and

- I. The removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, vent pipes, fire hydrants, signage, street lights, power poles, and paving.
60. Prior to the issuance of any building permit in the associated development phase, the Applicant shall submit public improvement plans for the review and approval of the City Engineer for all proposed public streets and infrastructure located within the proposed development area as identified in the Specific Plan. Applicant shall attain Tentative Tract Map approval prior to said public improvement plan submittal. The public improvement plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any occupancy release. The public improvements shall include but are not limited to the following items:
- a. All right-of-way dedications required as identified on the approved Tentative Tract Map(s);
  - b. All easement dedications required as identified on the approved Tentative Tract Map(s);
  - c. All improvements required to facilitate a minimum right-of-way width and roadway section width as identified on the approved Tentative Tract Map(s). Said right-of-way and roadway section width shall be increased as necessary to facilitate turn pockets;
  - d. All improvements required to facilitate the construction of a multi-purpose trails as identified on the approved Tentative Tract Map(s);
  - e. All improvements required to facilitate a smooth transition of roadway, curb and gutter, and travel lanes to existing public facilities and infrastructure;
  - f. All required center landscape median island construction;
  - g. All required striping and signage improvements;
  - h. All intersection and traffic signal improvements and/or modifications including electrical, communications, and all other infrastructure required to facilitate full intersection and traffic signal operation;
  - i. All driveway and/or emergency access driveways and associated infrastructure;
  - j. All transit stops and/or facilities and associated infrastructure;
  - k. All proposed utility improvements, modifications, relocations, and connections located within the public right-of-way. Said improvements shall include all utility connections required to facilitate the proposed private and public development; and

- I. The removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, vent pipes, fire hydrants, signage, street lights, power poles, and paving.
61. Prior to the issuance of any building permit in Phase 2 or Phase 3, the Applicant shall submit public improvement plans for conformance review and approval of the City Engineer for all improvements within and adjacent to the Caltrans right-of-way of Valencia Avenue. The public improvement plans shall be prepared by a registered Civil Engineer, and be to the satisfaction of the City Engineer and Caltrans. Prior to the issuance of any occupancy release, the Applicant shall submit a bond equivalent to the cost of construction of all improvements within and adjacent to the Caltrans right-of-way of Valencia Avenue, to the satisfaction of the City Engineer. Prior to any occupancy release, the Applicant shall submit a Caltrans Permit Application, including the public improvement plans and any supplemental information, for review and approval by Caltrans. The Applicant shall provide to the City Engineer documentation identifying Caltrans permit approval, and all improvements shall be constructed including any field punch list items, prior to any bond release and the issuance of any occupancy release. The public improvements to the Caltrans right-of-way of Valencia Avenue shall include but are not limited to the following items:
- a. All right-of-way dedications required to facilitate a minimum right-of-way width of 100-feet;
  - b. All easement dedications required to facilitate a minimum 20-foot wide multi-purpose trail on the easterly and westerly right-of-way Project frontage;
  - c. All improvements required to facilitate the construction of a 20-foot multi-purpose trail on the easterly and westerly right-of-way Project frontage;
  - d. All roadway improvements as required by Caltrans;
  - e. All improvements required to facilitate a smooth transition of roadway, curb and gutter, and travel lanes to Valencia Avenue to the south of the proposed development frontage, and to the intersection of Valencia Avenue and Lambert Road;
  - f. All center landscape median island modifications and/or turn pocket construction required for access to all driveway and/or emergency access driveways, transit stops and/or facilities, or the intersection of Valencia Avenue and Proposed "HH" Street/Proposed "B" Street, as identified in the Specific Plan;
  - g. Construction of a center landscape median island from Proposed "HH" Street/Proposed "B" Street to Lambert Road;
  - h. All required striping and signage improvements from the southerly Project frontage through the intersection of Lambert Road;
  - i. All intersection and traffic signal improvements and/or modifications at the intersections with Birch Street/Rose Drive, proposed "HH" Street/Proposed "B"

Street, and Lambert Road/Carbon Canyon Road. Said improvements shall include electrical, communications, and all other infrastructure required to facilitate full intersection and traffic signal operation;

- j. All driveway and/or emergency access driveways and associated infrastructure;
  - k. All transit stops and/or facilities and associated infrastructure;
  - l. All proposed utility improvements, modifications, relocations, and connections located within the public right-of-way. Said improvements shall include all utility connections required to facilitate the proposed private and public development; and
  - m. The removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, vent pipes, fire hydrants, signage, street lights, power poles, and paving.
62. Prior to the issuance of any building permit in Phase 2 or Phase 3, the Applicant shall submit public improvement plans for conformance review and approval of the City Engineer for all improvements within and adjacent to the Caltrans right-of-way of Carbon Canyon Road. The public improvement plans shall be prepared by a registered Civil Engineer, and be to the satisfaction of the City Engineer and Caltrans. Prior to the issuance of any occupancy release, the Applicant shall submit a bond equivalent to the cost of construction of all improvements within and adjacent to the Caltrans right-of-way of Carbon Canyon Road, to the satisfaction of the City Engineer. Prior to any occupancy release, the Applicant shall submit a Caltrans Permit Application, including the public improvement plans and any supplemental information, for review and approval by Caltrans. The Applicant shall provide to the City Engineer documentation identifying Caltrans permit approval, and all improvements shall be constructed including any field punch list items, prior to any bond release and the issuance of any occupancy release. The public improvements to the Caltrans right-of-way of Carbon Canyon Road shall include but are not limited to the following items:
- a. All right-of-way dedications required to facilitate a minimum right-of-way width of 120-feet;
  - b. All easement dedications required to facilitate a minimum 20-foot wide multi-purpose trail on the southerly right-of-way Project frontage extending from Valencia Avenue to the existing concrete sidewalk located at the Santa Fe Road/Carbon Canyon Regional Park Entrance;
  - c. All improvements required to facilitate the construction of a 20-foot multi-purpose trail on the southerly right-of-way Project frontage extending from Valencia Avenue to the existing concrete sidewalk located at the Santa Fe Road/Carbon Canyon Regional Park Entrance;
  - d. All roadway improvements as required by Caltrans;

- e. All improvements required to facilitate a smooth transition of roadway, curb and gutter, and travel lanes to Carbon Canyon Road east of the proposed development frontage, and to the intersection of Valencia Avenue and Lambert Road;
  - f. All striping and/or turn pocket modifications required for access to all driveway and/or emergency access driveways or transit stops and/or facilities;
  - g. All required striping and signage improvements from the easterly Project frontage through the intersection of Valencia Avenue;
  - h. All intersection and traffic signal improvements and/or modifications at the intersections with Valencia Avenue. Said improvements shall include electrical, communications, and all other infrastructure required to facilitate full intersection and traffic signal operation;
  - i. All driveway and/or emergency access driveways and associated infrastructure;
  - j. All transit stops and/or facilities and associated infrastructure;
  - k. All proposed utility improvements, modifications, relocations, and connections located within the public right-of-way. Said improvements shall include all utility connections required to facilitate the proposed private development; and
  - l. The removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, vent pipes, fire hydrants, signage, street lights, power poles, and paving.
63. All public multi-purpose trails located within or adjacent to City or Caltrans right-of-way, or within City of Brea property, shall be maintained by the City of Brea. All public multi-purpose trails located on within or adjacent to private property, or within the proposed private gated community, shall be maintained by the Applicant and/or HOA. The Applicant shall dedicate all easements as required for City maintenance of multi-purpose trails on the Tentative Tract Map(s) and the Final Tract Map(s).
64. All public multi-purpose trails that are maintained by the City of Brea shall be constructed of portland cement concrete (PCC) sidewalk and decomposed granite (DG) per City of Brea standards, and to the satisfaction of the City Engineer.
65. All public multi-purpose trails that are maintained by the Applicant and/or HOA shall be reconstructed every 15-years or as determined by the City Engineer, and must be maintained to the satisfaction of the City Engineer.
66. Prior to the issuance of any occupancy release, the Applicant shall submit public improvement plans, and any hydrology and hydraulics studies for proposed drainage improvements, for the review and approval of the City Engineer for paving improvements from Sandpiper Way through the driveway access to the Valencia Reservoir. The public improvement plans shall be prepared by a registered Civil Engineer and be in accordance with City of Brea Standard Plans and standards.

Prior to the issuance of any occupancy release, the improvement plans shall be approved by the City Engineer. Prior to the approval of the public improvement plans, the Applicant shall provide for the review of the City Engineer a letter of consent from, or an agreement with, all property owners with access rights to the existing driveway, acknowledging and approving all proposed improvements. Alternatively, the Applicant shall provide verification that proper notification has been distributed to all property owners with access rights to the existing driveway to the satisfaction of the City Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any occupancy release of any buildings located to the west of Valencia Avenue. Said improvement plans shall include:

- a. Removal and reconstruction of the full existing pavement section, from the terminus of the existing sidewalk located to the southwest of the intersection of Valencia Avenue and Sandpiper Way through the driveway access to the Valencia Reservoir, for the westerly limits to the street centerline. Removal and reconstruction of the full existing pavement section, from the easterly limits to the street centerline, from the terminus of the existing curb and gutter at the northeast corner of Valencia Avenue and Sandpiper Way through the driveway access to the Valencia Reservoir, for the easterly limits to the street centerline. Said pavement section shall be per geotechnical report recommendations and be to the satisfaction of the City Engineer;
- b. Construction of a commercial driveway for the Valencia Reservoir access road. The radius of the southerly curb return shall be 50-foot minimum. The radius of the northerly curb return shall be 15-foot minimum;
- c. Removal of existing asphalt curb and construction of curb and gutter on the west side of Valencia Avenue, from the terminus of the existing concrete curb and gutter located to the southwest of the intersection of Valencia Avenue and Sandpiper Way to the driveway access of Valencia Reservoir. The proposed curb and gutter shall match the size and section of the existing curb and gutter located to the south of the limits of work as noted;
- d. Construction of curb and gutter on the east side of Valencia Avenue, from the terminus of the existing curb and gutter at the northeast corner of Valencia Avenue and Sandpiper Way to the southerly limits of the existing driveway access across from the driveway access to the Valencia Reservoir. The proposed curb and gutter shall match the size and section of the existing curb and gutter located to the south of the limits of work as noted;
- e. Construction of all storm drain improvements required to facilitate the proposed paving improvements;
- f. Removal and reconstruction of the existing speed hump located to the south of the Valencia Reservoir driveway access;
- g. Removal and replacement of the existing guard rail on the east side Valencia Avenue, located to the north of Sandpiper Way;
- h. Signage and striping to the satisfaction of the City Traffic Engineer; and



- i. Removal, replacement, relocation, and/or adjustment of all existing landscaping, infrastructure, or structures interfering with the proposed paving improvements, including but not limited to manholes, catch basins, cleanouts, water valves, pull boxes, utility vaults, vent pipes, fire hydrants, signage, street lights, ground water monitoring wells, fencing, gates, and power poles
67. Prior to the issuance of any occupancy release, the Applicant shall submit public improvement plans, and any hydrology and hydraulics studies for proposed drainage improvements, for the review and approval of the City Engineer for paving improvements to the access and ring roads to the Valencia Reservoir. The public improvement plans shall be prepared by a registered Civil Engineer and be in accordance with City of Brea Standard Plans and standards. Prior to the issuance of any occupancy release, the improvement plans shall be approved by the City Engineer. Prior to the approval of the public improvement plans, the Applicant shall provide for the review of the City Engineer a letter of consent from, or an agreement with, all property owners with access rights to the existing access roads, acknowledging and approving all proposed improvements. Alternatively, the Applicant shall provide verification that proper notification has been distributed to all property owners with access rights to the existing access roads to the satisfaction of the City Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any occupancy release of any buildings located to the west of Valencia Avenue. Said improvements shall include:
- a. Removal and reconstruction of the full existing pavement section from the back of the proposed Valencia Reservoir access driveway to the terminus of the existing asphalt driveway section to the north of Valencia Reservoir to the satisfaction of the City Engineer. The pavement section shall include the construction of curb and gutter and all storm drain and/or drainage improvements required to facilitate the proposed paving improvements. The cross-section of the proposed access road shall be a minimum 20-feet in width, and shall meet all fire access width requirements as set forth by the Brea Fire Department. Said pavement improvements shall be per geotechnical report recommendations and shall be to the satisfaction of the City Engineer;
  - b. Removal and reconstruction of the full existing pavement section from the terminus of the existing concrete driveway apron located to the northwest of the Valencia Reservoir through the access drive and gated access to the south of Valencia Reservoir to the Satisfaction of the City Engineer. The pavement section shall include the construction of curb and gutter and all storm drain and/or drainage improvements required to facilitate the proposed paving improvements. The cross-section of the proposed access road shall be a minimum 20-feet in width, and shall meet all fire access width requirements as set forth by the Brea Fire Department. Said pavement improvements shall be per geotechnical report recommendations and shall be to the satisfaction of the City Engineer;
  - c. Removal and reconstruction of the full existing pavement section of the ring road around the Valencia Reservoir to the gated access to the south of Valencia

Reservoir to the satisfaction of the City Engineer. The pavement section shall include the construction of curb and gutter and all storm drain and/or drainage improvements required to facilitate the proposed paving improvements. Said pavement improvements shall be per geotechnical report recommendations and shall be to the satisfaction of the City Engineer;

- d. Removal and replacement of the entry gate located at the intersection of the driveway access to Valencia Reservoir and Valencia Avenue;
  - e. Removal and replacement of the gate entrance located to the south of the existing Valencia Reservoir; and
  - f. Removal, replacement, relocation, and/or adjustment of all existing landscaping, infrastructure, or structures interfering with the proposed paving improvements, including but not limited to manholes, catch basins, cleanouts, water valves, pull boxes, utility vaults, vent pipes, fire hydrants, signage, street lights, ground water monitoring wells, fencing, gates, and power poles.
68. All construction within the right-of-way of Valencia Avenue or Carbon Canyon Road (SR- 142) will require separate Caltrans permit approval.
69. A City of Brea Public Works Encroachment Permit application shall be obtained prior to any construction in the public right-of-way or within existing public easement areas.
70. An Encroachment License Agreement shall be required for the construction and maintenance of the existing culvert or proposed pedestrian under crossing as identified in the Specific Plan, any decorative paving, any multi-purpose trails, and all other non-standard improvements within the public right-of-way. All proposed landscape and parkway trees located within the parkway of the public right-of-way shall be maintained by the Applicant.
71. All existing public utilities located within the public right-of-way or within existing easements are to be protected in place.
72. No proposed trees; lighting structures, utility vaults or cabinets; structures with footing elements; building foundations, structural slabs, or building structural members; shall be located within existing or proposed public easement areas.
73. Applicant shall coordinate with the City of Yorba Linda and/or City of Placentia, to the maximum extent feasible, the design of Rose Drive, the intersection of Rose Drive & Blake Road, and any transitions necessary to the south of Blake Road with all applicable neighboring jurisdictions to the satisfaction of the City Engineer. The Applicant shall secure all necessary permits within each respective jurisdiction, and demonstrate coordination on these efforts to the satisfaction of the City Engineer.
74. Applicant shall coordinate with OCTA & Foothill Transit to provide bus stops with bus pads, shelters, and all other amenities at the Potential Transit Stops as identified in

the Brea 265 Specific Plan, or at other locations identified by transit providers. Applicant shall demonstrate coordination on these items to the satisfaction of the City Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any occupancy release within the associated development phase.

75. All public improvements, and improvements within the public right-of-way and public easement areas, shall be designed and constructed per current City standards.
76. All proposed gated entries shall include a turn-around sufficiently sized to accommodate common delivery, trash, and maintenance vehicles that may potentially be denied access. at proposed gated entries. All proposed turn arounds shall be sized to the satisfaction of the City Engineer.
77. All proposed gated entries shall be designed to open, to the point of being fully opened to traffic, within 15 seconds, or to the satisfaction of the City Traffic Engineer. Applicant shall provide design verification of this requirement prior to building permit approval associated with the proposed gated entry.
78. All proposed gates associated with the proposed development shall be designed to remain open if it is detected that queues waiting to enter the private gated community extend within the public right-of-way. All proposed gates shall also be designed to remain open for all cars waiting to exit the proposed development.
79. The Applicant and/or HOA shall provide the City access to public utilities within the private gated community at all times. The Applicant and/or HOA shall provide the City access through all gated entries to the satisfaction of the City Engineer.
80. All roadway traffic and parking controls located within the private gated development area shall be installed and maintained by the Applicant in accordance with the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD). All roadway traffic and parking controls located within the private gated development area shall be to the satisfaction of the City Traffic Engineer.
81. Parking shall be prohibited from 25-feet before the beginning of curve through 25-feet after the end of curve on all normal bends for all roadways within the private gated development area. The location of parking prohibitions shall be to the satisfaction of the City Traffic Engineer.
82. All streets, both public and private, shall include street name signage that is clearly visible to motorists and meets current City standards. All proposed street name signage shall be to the satisfaction of the City Traffic Engineer.
83. All roadway lighting, both public and private, shall be in accordance with City and State design guidelines and requirements, and shall be to the satisfaction of the City Engineer.

84. "No Parking Anytime" signage and striping shall be provided on both the entrance and exit drives, for a minimum of 60-feet from all proposed gates and gated entries. Signage and striping shall be to the satisfaction of the City Traffic Engineer.
85. Applicant shall provide a pedestrian and/or gate access through the proposed wall/fence located at the intersection of Valencia Avenue & Rose Drive. The pedestrian and/or gate access shall provide an accessible path of travel for pedestrians located within the private gated community to access the existing public sidewalk at the intersection of Valencia Avenue & Rose Drive.
86. The Applicant shall dedicate 50-foot traffic control easements at all signalized intersections with private roadways with private driveways. Said easements shall be included on the Tentative Tract Map(s) and the Final Tract Map(s).
87. Prior to the issuance of any occupancy release in the associated development phase as noted, the Applicant shall install adaptive traffic control system technology and connected vehicle system technology at the following signalized intersection locations, to the satisfaction of the City Traffic Engineer (14 signals total):
  - a. All existing and proposed traffic signals on Lambert Road, from Pointe Drive to Proposed "MM"/"NN" Street (6 signals – Phase 2 & Phase 3);
  - b. All existing and proposed traffic signals on Birch Street, from S. Associated Road to Voyager Avenue (5 signals – Phase 1);
  - c. All existing and proposed traffic signals on Rose Drive, from proposed "P" Street to Vesuvius Drive / Proposed "A" Street (2 signals – Phase 1); and
  - d. The existing traffic signal at the intersection of Valencia Avenue & Santa Fe Road (1 signal – Phase 2 & Phase 3).
88. Prior to the issuance of any occupancy release in the associated development phase, the Applicant shall submit for the review and approval of the City Traffic Engineer, as-built drawings documenting the modifications to the traffic signal system including the installation of the adaptive traffic control system and connected vehicle system technology.
89. Prior to the issuance of any occupancy release in the associated development phase, the Applicant shall submit for the review and approval of the City Traffic Engineer, an adaptive traffic control system map, providing an overall map of the adaptive traffic control system and connected vehicle system technology that has been installed, providing details on the connectivity between each traffic signal. This adaptive traffic control system map shall be prepared to the satisfaction of the City Traffic Engineer, and shall include separate details for each intersection identifying the configuration and location of detection zone and the adaptive traffic control system and connected vehicle system technology infrastructure.

90. Prior to the issuance of any building permit, the Applicant shall submit for the review and approval of the City Traffic Engineer, a Baseline Traffic Monitoring Report documenting the existing traffic signal system infrastructure, the existing traffic volumes at the intersections that will incorporate the adaptive traffic system and connected vehicle system technology, and a description of the proposed adaptive traffic system and connected vehicle system technology improvements. It shall be the Applicant's responsibility to retain a traffic engineering consultant qualified to conduct the monitoring to the satisfaction of the City Traffic Engineer. The Applicant shall present the findings of the Traffic Monitoring Report to the Planning Commission as requested and to the satisfaction of the Community Development Director.
91. The Applicant shall monitor and report on the adaptive traffic control system and connected vehicle system technology on a bi-annual (twice per year) basis, for preconstruction, during the course of the construction, and occupancy of the Project up to final certificate of occupancy issuance, and for a period of two (2) years after final certificate of occupancy issuance for the overall development as identified in the Specific Plan. The Applicant shall make the necessary improvements and/or modifications to the traffic signals with proposed adaptive traffic control system and connected vehicle technology as determined by the City Traffic Engineer, to ensure that traffic signal synchronization continues to operate at an optimal level of service. For the purpose of monitoring, it shall be the Applicant's responsibility to retain a traffic engineering consultant qualified to conduct the monitoring to the satisfaction of the City Traffic Engineer. The Applicant shall provide a Traffic Monitoring Report to the City Traffic Engineer for review, make any requested adjustments to the report, and submit the report to the Community Development Department prior for presentation to Planning Commission on a bi-annual (twice per year) basis. The Applicant shall present the findings of the Traffic Monitoring Report to the Planning Commission as requested and to the satisfaction of the Community Development Director.
92. Prior to release of all Faithful Performance Bonds, the Applicant shall provide the ongoing Traffic Monitoring Reports through the course of construction and up to a minimum of two (2) years after the final certificate of occupancy issuance for the overall Project as identified in the Specific Plan.
93. The Applicant shall pay all hardware and software licensing or update fees associated with the adaptive traffic control system technology and connected vehicle system technology infrastructure through the course of construction and up to a minimum of two (2) years after the final certificate of occupancy issuance for the overall Project as identified in the Specific Plan.
94. All proposed traffic signal systems and improvements shall provide fiber optic connectivity to the City fiber interconnect system to the satisfaction of the City Traffic Engineer. The Applicant is to provide a fiber connection to the City's fiber optic interconnect system for the signals at the following intersections: intersection of

Lambert Road & Proposed "MM"/"NN" Street, intersection of Valencia Avenue & Santa Fe Road, intersection of Valencia Avenue & Proposed "HH" Street, intersection of Rose Drive & Black Road, and intersection of Rose Drive & Proposed "P" Street. Applicant shall provide connectivity from the intersection of Valencia Avenue & Santa Fe Road to the intersection of Lambert Road and Valencia Avenue. Applicant shall provide fiber optic connectivity from the City's fiber optic interconnect system to the Brea Sports Park, the Sports Park Expansion, the Community Facility Land, and the Staging Area Park.

95. Applicant shall install traffic monitoring CCTV cameras and related communications equipment and poles, as necessary, to connect to the City's fiber optic interconnect system at the following traffic signal locations to the satisfaction of the City Traffic Engineer: intersection of Birch Street & Voyager Avenue, intersection of Rose Drive & Vesuvius Drive, intersection of Rose Drive & Proposed "P" Street, intersection of Lambert Road & Proposed "MM"/"NN" Street, intersection of Valencia Avenue & Santa Fe Road, intersection of Valencia Avenue & Proposed "HH" Street, intersection of Rose Drive & Blake Road, the Brea Sports Park near the Birch Street & Valencia Avenue traffic signal, and the Community Facility Land near the Lambert Road & Valencia Avenue Traffic Signal.
96. Prior to the issuance of any occupancy release the Applicant is to develop and submit a Traffic Management Plan for approval by the Community Development Director and the City Engineer. The Applicant shall submit annual updates to the Traffic Management Plan thereafter, until two (2) years after final certificate of occupancy of the overall development. The Traffic Management Plan is to provide a proposed intersection assessment plan to ensure that General Plan Level of Service goals are being maintained at all study intersections throughout the development process. Should it be found that the General Plan goals are not being met, the Applicant is to recommend, seek approval from appropriate agencies, and implement as required improvements to restore the General Plan Level of Service goals to the satisfaction of the City Traffic Engineer. Specific intersections to be monitored and incorporated into the Traffic Management Plan include the following intersections: intersection of Lambert Road and Valencia Avenue, intersection of Birch Street & Valencia Avenue, Imperial Highway & Rose Drive, and Imperial Highway & Associated Road.
97. The Applicant shall maintain the existing Class II bikeway facility on both northbound and southbound Rose Drive, from Valencia Avenue to Blake Road, to the satisfaction of the City Engineer. Such bikeway facility shall be marked with maximum signage and striping to the extent feasible in order to provide high visibility to the users.
98. Prior to construction of any improvements associated with Planning Area 1 and/or 3, whichever occurs first, the Applicant shall work with the City and the Brea Olinda Unified School District (BOUSD) to evaluate the need for a crossing guard along Valencia Avenue between Lambert Road and Birch Street. If it is determined that a crossing guard is warranted, the Applicant shall be financially responsible for

provision of such crossing guard as determined by the Community Development Director and the Chief of Police.

99. Prior to the approval of any public improvement plans for improvements immediately adjacent to the proposed development, the Applicant shall employ a recognized active transportation expert to review and provide comments on the proposed roadway design, to improve connectivity and access into and throughout the proposed development, and to enhance public safety and access to public and recreational facilities. The Applicant shall demonstrate how the comments from the recognized active transportation expert have been incorporated into the proposed public improvement plan design to the satisfaction of the City Traffic Engineer.
100. Prior to the approval of any public improvement plans for improvements immediately adjacent to the proposed development, the Applicant shall coordinate with the equestrian community to determine the needs for intersection pedestrian crossings and related accommodations and improvements. The Applicant shall demonstrate how the comments from the equestrian community have been incorporated into the proposed public improvement plan design to the satisfaction of the City Engineer.
101. Prior to the issuance of any occupancy release in the associated development phase as noted, the Applicant shall provide and install five (5) speed feedback signs at the following locations, or alternative locations, to the satisfaction of the City Traffic Engineer: two (2) on Rose Drive (Phase 1), one (1) on Valencia Avenue north of Lambert Road (Phase 2), two (2) on Lambert Road west of Valencia Avenue (Phase 2). All speed feedback signs shall have the capability to be hard-wired to an adjacent power source or an alternative as directed by the City Traffic Engineer. The Applicant shall relocate said speed feedback signs as requested by the City Traffic Engineer through the duration of the proposed Project, until the issuance of the final occupancy release of the proposed development. Upon the issuance of the final occupancy release for the proposed development, the Applicant shall provide/dedicate the speed feedback signs to the City of Brea for future use and operation.
102. Prior to the issuance of any building permit, and prior to any public improvement plan submittal, the Applicant shall submit Tentative Tract Map(s), for each development phase as identified within the Specific Plan, for the review and approval of the City Engineer. The Tentative Tract Map(s) shall include all required easements, dedications, and infrastructure required to facilitate the proposed development as identified in the Specific Plan and the conditions of approval herein, and shall meet all requirements as set forth by the Subdivision Map Act and by City code and standards.
103. This approval shall be contingent upon the approval of the Tentative Tract Map(s), and the conditions of said approval(s) shall be implemented herein. The City reserves the right to provide additional conditions of approval of the proposed development at the time of the review and approval of the Tentative Tract Map(s).

104. The Applicant shall submit Final Map(s) for review and approval of the City Engineer. The Final Map(s) shall be approved and recorded with the County of Orange prior to the acceptance of any public improvements.
105. The Applicant shall submit a monumentation bond(s) as required by the Subdivision Map Act in a form approved by the City Attorney to guarantee payment for the setting of monuments. The bond amount shall be provided before the approval of the Final Map(s), by the Licensed Surveyor or Registered Civil Engineer preparing the Final Map(s). The monumentation bond shall be provided in an amount to the satisfaction of the City Engineer.
106. The Applicant shall enter into a Subdivision Improvement Agreement and guarantee the installation of these improvements by providing sufficient bonds or sureties for both Faithful Performance and Labor and Materials as required by the Subdivision Map Act in a form approved by the City Attorney before the issuance of any permits associated with public improvements. The bonds or sureties shall include the costs associated with monthly traffic monitoring and reporting as defined herein. All bonds or sureties shall be provided in an amount to the satisfaction of the City Engineer.
107. The Applicant shall complete the construction of all improvements in the public right-of-way, in public easement areas, and on proposed public property as identified herein to the satisfaction of the City Engineer.
108. Prior to the release of all Faithful Performance Bonds and Labor and Materials Bonds, all improvements shall be completed and accepted by the City, and a warranty bond shall be provided in accordance with the Subdivision Improvement Agreement.
109. Applicant shall be responsible for all landscape and irrigation maintenance for a period of 12-months from the time of construction and final acceptance of the proposed Brea Sports Park expansion and the proposed Staging Area Park by the City Engineer.

#### Building and Safety Division

110. All designs shall comply with the Codes adopted at the time of permit submittal. Currently the 2019 CA Building and Fire Codes have been adopted by City of Brea. Plans submitted shall comply with current code standards adopted by the City of Brea.
111. At time of building permit submittal energy, mechanical, landscape (water calculation), structural and electrical plans shall be required.
112. Any code deviations will require submittal of Alternative method or Modification request. Code sections and alternatives are required with complete justification for request.



113. Plans submitted shall provide a complete allowable floor area analysis per chapter 5 of CA Code and allowable stories and height analysis. Please provide upon plan check submittal.
114. Allowable floor area, type of construction, structural integrity and sprinkler justification shall be included for adjacent structures to proposed building.
115. Prior to building plan check, please provide geological report for foundation and structure design.
116. Prior to building plan check, please provide clarification of building separation between existing buildings. Allowable floor area and type of construction shall be provided for existing buildings adjacent to new structure.
117. Upon building plan check, please provide an acoustical report for design criteria of residential units.
118. Upon building plan check, please provide mixed use and occupancy analysis per section 508 or per special provision of section 510.2.
119. Allowable number of stories for residential building shall be per the Specific Plan and also compliant with Table 504.4.
120. Provide a full ADA analysis of parks, residential, and guest parking. Designate locations on plan as on site (parking structure) or surface parking.
121. ADA parking shall comply with chapter 11-B-502 for the commercial parking. ADA parking stall location shown on site plans looks adequate for commercial access. Shortest route to accessible path leading to commercial buildings.
122. Residential ADA parking shall be evenly distributed on all floors of parking structure.
123. Van parking shall also be evenly distributed on all floors and shall have a vertical clearance of 98 inches per 11B-502.5.
124. ADA path of travel shall be provided from public right of way on Imperial and Valencia to the Project entrance, or as determined otherwise.
125. Percentages of ADA spaces shall be provided on a table with counts of required ADA, van, EV, etc.

#### Fire Department

126. The proposed Project is within a combustible soil-gas impact area and is required to have a comprehensive soil-gas investigation completed. Prior to the soil-gas

investigation, a plan shall be submitted to the Brea Fire Department for review and approval per the City of Brea Soil-Gas Guideline.

127. The proposed Project is within the High Fire Severity Zone and requires a landscape fuel modification plan and shall meet all construction requirements per California Fire Code Chapter 49 and California Building Code Chapter 7A.
128. All units in the Project shall be protected by an approved fire sprinkler system in accordance with the California Fire Code.
129. An overall Project Fire Master Plan will be required for submittal to the Brea Fire Department for review and approval. A separate FMP might be required for individual planning areas within the master planned community.
130. Further discussions with the Brea Fire Department regarding Fire Protection Plan, fuel modification and fire access roads will be required.
131. Additional requirements may be imposed when the Project is submitted for fire department plan check review/ approval.

#### Police Department

132. Prior to building final, an emergency access: An emergency response plan with a site map showing emergency access points and detail on security, evacuation routes and procedures, assembly points, emergency exits, fire alarm stations, location of emergency contacts shall be submitted.
133. All restricted access points throughout the individual communities within the Brea 265 Specific Plan shall be provided with full access Knox Box at points of entry. The site plan shall identify restricted access points. The Police Department shall verify compliance prior to issuance of building permits in the associated development phase.
134. Prior to building final, site improvements shall be made to the satisfaction of the Police Department for fiber optic cable system related to ALPR (license plate reader system) along with funding for the Citywide Camera system.
135. Prior to building final, Applicant shall pay developer impact fees to maintain the current level of service within the City per the Development Agreement.

#### General

136. Prior to Final Map recordation of any Tract and/or Parcel Maps in Phase 1, the Applicant shall initiate communications with the City and any impacted neighboring jurisdictions to collaborate, coordinate, and determine if any necessary enhancements are needed to increase vehicle, bicyclist, and/or pedestrian safety

within and adjacent to the Project area. Examples of enhancements could include but are not limited to: construction of additional improvements, incorporating technology, re-striping, and/or potential funding mechanisms, not limited to monetary contributions.

137. Prior to submittal of first grading permit for any respective phase, the Applicant shall collaborate with the City and neighboring jurisdictions to ensure that the trail system within the Project are seamlessly connected to future trail connections outside of the City.
138. Prior to submittal of first grading permit for any respective phase, the Applicant shall collaborate with the City, any neighboring jurisdiction and/or public safety agency to ensure coordination and collaboration in evacuation planning and emergency operations.

#### Mitigation Compliance

139. The Applicant shall comply with all required mitigation measures included in the mitigation monitoring and reporting program listed in the Project's Final Environmental Impact Report, as follows:
- a. **AQ-1:** Construction and remediation contractors shall, at minimum, use equipment that meets the United States Environmental Protection Agency's (EPA) Tier 4 Interim emissions standards for off-road diesel-powered construction equipment with more than 50 horsepower for the following activities, unless it can be demonstrated to the City of Brea Building and Safety Division that such equipment is not available:
    - i. Remediation phase ground disturbing activities (e.g., site preparation, grading, and trenching)
    - ii. Phase 1 ground disturbing activities (e.g., site preparation, grading, and trenching)
    - iii. Phase 1 building/structure construction
    - iv. Phase 2 ground disturbing activities (e.g., site preparation, grading, and trenching)
    - v. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by Tier 4 Interim emissions standards for a similarly sized engine, as defined by the California Air Resources Board's regulations.
    - vi. Prior to construction, the Project engineer shall ensure that all construction (e.g., grading) plans clearly show the requirement for EPA Tier 4 Interim emissions standards for construction equipment over 50 horsepower for the specific activities stated above. During construction, the construction contractor shall maintain a list of all operating equipment in use on the construction site for verification by the City of Brea. The construction equipment list shall state the makes, models, Equipment Identification Numbers, Engine Family

Numbers, and number of construction equipment onsite. Equipment shall be properly serviced and maintained in accordance with the manufacturer's recommendations. Construction contractors shall also ensure that all nonessential idling of construction equipment is restricted to 5 minutes or less in compliance with Section 2449 of the California Code of Regulations, Title 13, Article 4.8, Chapter 9.

- b. **BIO-1:** The Project Applicant shall provide a minimum of 52.86 acres of open space lands offsite within and immediately adjacent to the existing Puente-Chino Hills wildlife corridor as determined by the U.S. Fish and Wildlife Service, which may include properties owned by SWEPI/Aera Energy that are within or adjacent to the Chino Hills State Park. The proposed land conservation shall be offered to the Chino Hills State Park and/or another appropriate conservation entity for consideration of acquisition. See Figure 5.4-7, Regional Open Space and Proposed Mitigation Lands Map.
- c. **BIO-2:** A Habitat Conservation Plan (HCP) pursuant to Section 10(a)(1)(B) of the Federal Endangered Species Act (FESA) or Biological Opinion pursuant to Section 7 shall be developed as part of formal consultation with the US Fish and Wildlife Service (USFWS) for impacts to 10.33 acres of occupied and suitable coastal California gnatcatcher habitat. Upon development of the HCP or completion of the Section 7 consultation and issuance of the Biological Opinion, the USFWS can issue incidental take permits for listed species where the HCP or Biological Opinion specifies, at a minimum, the following:
  - i. The level of impact that will result from the taking,
  - ii. Steps that will minimize and mitigate the impacts,
  - iii. Funding necessary to implement the plan,
  - iv. Alternative actions to the taking considered by the Applicant and the reasons why such alternatives were not chosen,
  - v. Such other measures that the USFWS may require in accordance with the HCP or the Biological Opinion, as applicable.
  - vi. The Project Applicant shall perform the following restoration activities offsite within the 52.86 acres proposed for dedication within and immediately adjacent to the existing Puente-Chino Hills wildlife corridor, as determined by the U.S. Fish and Wildlife Service, which may include properties owned by SWEPI/Aera Energy that are within or adjacent to the Chino Hills State Park, as outlined in Mitigation Measure BIO 1:
  - vii. Coastal Sage Scrub Establishment/Restoration (10.33 acres mitigated at 2:1 ratio): 20.66 acres
  - viii. Prepare Habitat Restoration Plan that will include the following components—Location, Site Preparation Methods, Plant Palette, Planting Methods, Maintenance Requirements, Monitoring and Reporting Procedures, Performance Standards.

- ix. The Project Applicant shall begin coastal sage scrub restoration activities (e.g., soil prep, seeding) no later than one year after issuance of the first permit that allows for ground disturbance (e.g., grading permit).
- x. It is expected that the USFWS will include monitoring requirements to ensure nesting activities are not directly or indirectly impacted as a result of Project initiation. The take of active coastal California gnatcatcher nests, which includes harassment of the bird due to grading noise and vibrations, is not permitted from February 15 through July 1. Therefore, grading and removal of habitat during this time frame shall only be permitted if the following conditions are met to the satisfaction of the USFWS.
- xi. During grading, if active nests are found within 500 feet of the grading, the grading activity shall be stopped until such time as mitigation measures are implemented to the satisfaction of the USFWS. There is no guarantee that grading will be allowed to resume during the nesting season.
- xii. Before issuance of a clearing/grading permit, if grading or clearing is to occur between February 15 and July 1, the Project Applicant shall provide to the City of Brea a letter from a qualified biologist retained by the Project Applicant, with a scope of work for a coastal sage scrub habitat and coastal California gnatcatcher survey, and a report for the area to be cleared and/or graded, and coastal sage scrub habitat areas within 500 feet of that area. The biologist shall coordinate with the USFWS to determine the appropriate survey methodology. The purpose of the survey is to determine if any active gnatcatcher nests are in the area to be cleared or graded, or in coastal sage scrub habitat within 500 feet of such an area. To be considered qualified, the biologist must provide the City with a copy of a valid Coastal California Gnatcatcher Recovery Permit from the USFWS.
  - a) The scope of work shall explain the survey methodology for the biological survey and the proposed coastal California gnatcatcher nest monitoring activities during the clearing/grading operation. Should the report show, to the satisfaction of the USFWS, that gnatcatcher nests are not present within the area to be graded/cleared, or within coastal sage scrub habitat located within 500 feet of said area, approval may be granted to commence clearing/grading within the coastal California gnatcatcher nesting season from February 15 through July 1.
- xiii. If coastal California gnatcatchers are nesting within the area to be graded/cleared, or within coastal sage scrub habitat within 500 feet of said area, no grading will be allowed during this time until mitigation measures are implemented to the satisfaction of the USFWS.

- xiv. The biologist must attend the City's preconstruction meeting for the Project and must be present onsite during all clearing/grading activities to monitor that the clearing/grading activities stay within the designated limits. During this period, the biologist shall also monitor and survey the habitat within the area to be cleared/graded and any habitat within 500 feet of that area for any evidence that a coastal California gnatcatcher nest(s) exists or is being built. If evidence of a coastal California gnatcatcher nest(s) is discovered, the grading operation shall cease in that area and be directed to a location more than 500 feet from the nest(s).
  - xv. Upon completion of the clearing/grading activities, the Applicant's biologist shall submit to the City of Brea and USFWS a biological monitoring report summarizing the observations of the biologist, including whether any coastal California gnatcatchers or evidence of active coastal California gnatcatcher nests were present during clearing and grading activities in the area and any habitat within 500 feet of the area.
- d. **BIO-3:** A Habitat Conservation Plan (HCP) pursuant to Section 10(a)(1)(B) of the Federal Endangered Species Act (FESA) or Biological Opinion pursuant to Section 7 shall be developed as part of formal consultation with the US Fish and Wildlife Service (USFWS) for impacts to 1.37 acres of least Bell's vireo habitat. Upon development of the HCP or completion of the Section 7 consultation and issuance of the Biological Opinion, the USFWS can issue incidental take permits for listed species where the HCP or Biological Opinion specifies, at a minimum, the following:
- i. the level of impact that will result from the taking,
  - ii. steps that will minimize and mitigate the impacts,
  - iii. funding necessary to implement the plan,
  - iv. alternative actions to the taking considered by the Applicant and the reasons why such alternatives were not chosen,
  - v. other measures that the USFWS or CDFW may require as being necessary or appropriate for the HCP or Biological Opinion.
  - vi. The Project Applicant shall perform the following preservation and/or restoration activities offsite within the 52.86 acres proposed for dedication within and immediately adjacent to the existing Puente-Chino Hills wildlife corridor as determined by the U.S. Fish and Wildlife Service, which may include properties owned by SWEPI/Aera Energy that are within or adjacent to the Chino Hills State Park, as outlined in Mitigation Measure BIO 1.
  - vii. Blue Elderberry Scrub Establishment (1.37 acres mitigated at 2:1 ratio): 2.74 acres
  - viii. Prepare Habitat Restoration Plan that shall include the following components—Location, Site Preparation Methods, Plant Palette,

Planting Methods, Maintenance Requirements, Monitoring and Reporting Procedures, Performance Standards.

- ix. It is expected that the USFWS will include monitoring requirements to ensure nesting activities are not directly or indirectly impacted as a result of Project initiation. The take of active least Bell's vireo nests, which includes harassment of the bird due to grading noise and vibrations, is not permitted from April 14 through July 31. Therefore, grading and removal of habitat during this time frame shall only be permitted if the following conditions are met to the satisfaction of the USFWS.
  - x. During grading, if active nests are found within 500 feet of the grading, the grading activity shall stop until mitigation measures are implemented to the satisfaction of the USFWS. There is no guarantee that grading will be allowed to resume during the nesting season.
- e. **BIO-4:** Prior to issuance of a grading permit, the Project Applicant shall obtain a 404 Nationwide Permit from the US Army Corps of Engineers (USACE), a 401 Certification issued by the Regional Water Quality Control Board (RWQCB), and a 1602 Streambed Alteration Agreement (SAA) from the California Department of Fish and Wildlife (CDFW) for impacts to jurisdictional resources. During the permit/certification processes, a Regulatory Habitat Mitigation Monitoring Plan (HMMP) shall be developed and approved by USACE, CDFW, and RWQCB, as outlined in the HMMP.
- i. Total impact area that requires mitigation by 404 Nationwide Permit from USACE and 401 Certification from RWQCB shall not be less than 0.602 acre. And total impact area subject to Section 1602 SAA by CDFW mitigation shall not be less than 0.896 acre (0.833 acre of drainage channel and 0.063 acre of riparian habitat). Total impact area subject to Section 1602 SAA is inclusive of the USACE/RWQCB impact area; therefore, mitigation for Section 1602 impacts also address the impacts to USACE/RWQCB jurisdictional resources.
  - ii. Impacts to jurisdictional resources shall be mitigated at a ratio greater than 3:1 (0.896 acre mitigated at 3:1 ratio is 2.688 acres). The Project Applicant shall establish and/or reestablish 2.74 acres of streambed and associated blue elderberry woodland as outlined in Mitigation Measure BIO-3. The 2.74 acres will collectively mitigate impacts to 0.896 acre of jurisdictional resources, 1.37 acres of blue elderberry woodland, and 0.03 acre of black willow thicket at a location approved by CDFW and the RWQCB within the 52.86 acres proposed for dedication within and immediately adjacent to the existing Puente-Chino Hills wildlife corridor, which may include properties owned by SWEPI/Aera Energy that are within or adjacent to the Chino Hills State Park, as outlined in Mitigation Measure BIO 1.

### *Regulatory Habitat Mitigation Monitoring Plan*

If restoration mitigation (as stated above) is selected, the Project Applicant shall develop a Regulatory Habitat Mitigation Monitoring Plan (HMMP) for impacts to jurisdictional resources, including black willow thickets (state rarity ranking of S3). The HMMP shall be prepared by a qualified biologist and approved by USACE, CDFW, and RWQCB. The Project Applicant shall begin restoration activities (e.g., soil prep, seeding, planting) no later than one year after issuance of the first permit that allows ground disturbance (e.g., grading permit). The Project Applicant shall be fully responsible for implementing the revegetation program until the restoration areas have met the success criteria outlined in the HMMP. The regulatory agencies shall have final authority over mitigation area sign-off. The HMMP shall include, at a minimum, 1) Project description, 2) mitigation goals, 3) description of mitigation site, 4) implementation approach, 5) maintenance/monitoring approach, 6) success criteria/contingency measures, and 7) funding mechanism.

- f. **CUL-1:** Prior to ground disturbance, a cultural resource mitigation and monitoring plan (CRMMP) shall be prepared and implemented. The CRMMP shall require:
- i. Monitoring during grading and other earth-moving activities in undisturbed sediments.
  - ii. Treatment plan for potential resources that includes:
    - a) Data to be collected.
    - b) Requirements for professional identification and/or other special studies as appropriate.
    - c) Requirements for curation at an accredited museum for artifacts meeting significance criteria.
  - iii. A comprehensive final mitigation compliance report that includes:
    - a) A catalog of specimens with museum numbers.
    - b) An appendix with a letter from the museum stating that it is in possession of the materials.
  - iv. In the event of an unanticipated discovery, all work must be suspended within 50 feet of the find until a qualified archaeologist evaluates it.
- g. **GEO-1:** The Project Applicant shall implement a Paleontological Resource Impact Mitigation Program and conduct full-time monitoring by a qualified paleontologist when disturbing deposits with a Potential Fossil Yield Classification (PFYC) ranking of 3 or greater. If unanticipated fossils are unearthed during construction, work shall be halted in that area until a qualified paleontologist can assess the significance of the find. Sediment samples shall



be collected in the deposits and processed to determine the small-fossil potential in the Project area, and any fossils recovered during mitigation should be deposited in an accredited and permanent scientific institution. Work may resume immediately a minimum of 50 feet away from the find. This procedure shall be included in the Worker Environmental Awareness Program training provided to construction personnel.

- i. Only qualified, trained paleontologists with specific expertise in the type of fossils being evaluated shall determine the scientific significance of paleontological resources. Fossils are considered to be scientifically significant if one or more of the following criteria apply:
  - ii. The fossils provide information on the evolutionary relationships and developmental trends among organisms, living or extinct.
  - iii. The fossils provide data useful in determining the age(s) of the rock unit or sedimentary stratum, including data important in determining the depositional history of the region and the timing of geologic events therein.
  - iv. The fossils provide data regarding the development of biological communities or interaction between paleobotanical and paleozoological biotas.
  - v. The fossils demonstrate unusual or spectacular circumstances in the history of life.
  - vi. The fossils are in short supply and/or in danger of being depleted or destroyed by the elements, vandalism, or commercial exploitation and are not found in other geographic locations.
  - vii. If fossils are considered to be scientifically significant, the fossils shall be curated in perpetuity at an accredited repository after excavations have finished, and nonvertebrate fossils (plants, shells, trace fossils, etc.) may be collected as a representative sample when numerous fossils of the same species are present.
- h. **GHG-1:** The Project developer(s) shall design and build all residential homes to meet/include the following:
  - i. Tier 2 requirements for Division A4.1, Planning and Design, as outlined under Section A4.203.1.2.2 of Appendix A4 Residential Voluntary Measures of the 2019 California Green Building Standards Code.
  - ii. Tier 2 requirements for Division A4.2, Energy Efficiency, as outlined under Section A4.203.1.2.2 of Appendix A4 Residential Voluntary Measures of the 2019 California Green Building Standards Code.
  - iii. Tier 2 requirements for Division A4.3, Water Efficiency and Conservation, as outlined under Section A4.601.5.2 of Appendix A4 Residential Voluntary Measures of the 2019 California Green Building Standards Code; comply with at least three elective

measures selected from Division A4.3 of Appendix A4 Residential Voluntary Measures of the 2019 California Green Building Standards Code.

- iv. No wood-burning or gas-powered fireplaces shall be installed in any of the dwelling units.
- v. Install a home battery storage unit (e.g., Tesla Powerwall) for all single-family units that are fitted with a solar photovoltaic generation system. To the maximum extent feasible, the builder installed battery storage units shall meet the requirements in Reference Joint Appendix 12 of the 2022 Building Energy Efficiency Standards. At minimum, the builder shall pre-wire the single-family dwelling units for battery storage that is shall meet the requirements established in Reference Joint Appendix 12 of the 2022 Building Energy Efficiency Standards or superior requirement at the time of building permit issuance.
- vi. Install a battery storage unit(s) (e.g., Tesla Powerwall) for all multifamily residential buildings that are fitted with a solar photovoltaic generation system. At minimum, all installed battery storage units shall meet the requirements in Reference Joint Appendix 12 of the 2022 Building Energy Efficiency Standards or superior requirement at the time of building permit issuance.
- vii. All buildings shall be electric, meaning that electricity is the primary permanent source of energy for water heating; mechanical; heating, ventilation, and air conditioning (HVAC) (i.e., space-heating and space cooling); cooking; and clothes-drying. All major appliances (e.g., dishwashers, refrigerators, clothes washers and dryers, and water heaters) provided/installed shall be electric-powered EnergyStar-certified or of equivalent energy efficiency, where applicable.
- viii. Prior to the issuance of building permits for new development Projects within the Project site, the Project developer(s) shall show provide documentation (e.g., building plans) to the City of Brea Building Division official or his/her designee, to verify implementation of the of the design requirements listed above in this mitigation measure. Prior to the issuance of the certificate of occupancy, the City of Brea shall verify implementation of the design requirements specified above.

i. **GHG-2:** The Project developer shall design public-use parking lots that:

- i. Provide electric vehicle (EV) charging stations. At minimum, the number of EV charging stations shall equal the Tier 2 Nonresidential Voluntary Measures of the California Green Building Standards Code, Section A5.106.5.3.2.
- ii. Provide parking for low-emitting, fuel-efficient, and carpool/van vehicles. At minimum, the number of preferential parking spaces

shall equal the Tier 2 Nonresidential Voluntary Measures of the California Green Building Standards Code, Section A5.106.5.1.2

- iii. Prior to the issuance of building permits for new development Projects within the Project site, the Project developer(s) shall provide documentation (e.g., site plans) to the City of Brea Building Division official or his/her designee, to verify implementation of the of the design requirements specified above in this mitigation measure. Prior to the issuance of the certificate of occupancy, the City of Brea shall verify implementation of the design requirements specified above.
- j. **HAZ-1:** An additional Phase II Environmental Site Assessment (ESA) shall be performed at the historical sumps and the drainage channel already investigated under the Focused Phase II ESA to better define and evaluate the vertical and lateral extent of impacted soils. In addition, a Phase II ESA shall be prepared to investigate other historical sumps, oil wells, former tank areas, roads, manifolds and pipelines, and the agricultural land that were not included in the Focused Phase II ESA. Phase II ESAs shall include strategic test pits and trenching, near-surface and shallow soil testing, and drilling of deep soil borings at the areas of potential environmental concern identified in the Phase I ESA and the Focused Phase II ESA (DEIR Appendix H and Appendix I).
  - i. The additional Phase II ESA investigations shall be conducted in accordance with guidelines developed by the Department of Toxic Substances Control (DTSC) and US Environmental Protection Agency (EPA) for site assessments. The Phase II ESA investigation shall be submitted to the City of Brea Community Development Department for review and approval by an independent third-party reviewer.
- k. **HAZ-2:** All cleaning, dismantling, and removal of oil field production tanks shall be conducted in compliance with permitting, sampling, monitoring, and handling requirements of the applicable regulatory oversight agency or agencies. A Phase II Environmental Site Assessment shall be conducted upon completion of tank and facility removal operations.
- l. **HAZ-3:** If the Phase II Environmental Site Assessment (ESA) testing described in MM HAZ-1 reveals concentrations of contaminants (TPH, VOCs, SVOCs, PCBs, OCPs, OPPs, soil vapor, etc.) above acceptable health-based screening levels for residential exposure, those areas shall be defined and remediated to below the health-based level of concern, and the Project Applicant shall prepare a remedial action plan (RAP). The RAP shall be reviewed and approved by the appropriate oversight regulatory agencies (Orange County Health Care Agency–Environmental Health Division, Orange County Fire Authority, Regional Water Quality Control Board, etc.) prior to issuance of a grading permit for an affected area. Remediation may include bioremediation, excavation, and

disposal of impacted soil. The construction contractor shall implement the recommendations outlined in the RAP.

- m. **HAZ-4:** Verification soil sampling (confirmation sampling) shall be conducted after remediation of impacted soils that exceeded the approved remedial action plan (RAP) criteria. Verification sampling shall be conducted under the direction of the regulatory oversight agency representative and shall be collected and analyzed in compliance with the approved RAP or as directed by the regulatory oversight agency.
- n. **HAZ-5:** The Project Applicant shall retain an experienced petroleum environmental consultant to document the remediation efforts during all remediation phases, overall site grading, and implementation of the Project mitigation measures in accordance with the approved remedial action plan. At completion of the site remediation, site closure reports containing environmental documentation shall be submitted to the appropriate oversight regulatory agencies for approval. A closure letter from the Orange County Health Care Agency shall be obtained to document the completion of remediation activities prior to the issuance of building permits.
- o. **HAZ-6:** Prior to commencing grading operations, the Project Applicant shall consult with the California Department of Conservation, Geologic Energy Management Division (CalGEM), to ensure that all oil wells on the Project site have been identified and are plugged and abandoned in accordance with applicable CalGEM regulations. Any oil well that has not previously been abandoned, as evidenced by the issuance of a "Report of Well Abandonment" issued by CalGEM, shall be plugged and abandoned in accordance with CalGEM regulations and shall meet all CalGEM requirements. Abandonments shall be completed prior to the commencement of grading within 50 feet of such a well.
  - i. Any previously abandoned well that is within 100 feet of a proposed structure or within a street right-of-way shall be evaluated and reabandoned, if necessary, to meet updated CalGEM standards prior to building permit approval.
- p. **HAZ-7:** No habitable buildings shall be built closer than 10 feet to an abandoned wellbore.
- q. **HAZ-8:** In the event that any crude oil pipelines remain in operation on the Project site, they shall be relocated at least 100 feet from any building and buried beneath the ground surface or in compliance with county, state, or federal setback requirements, whichever is greater.
- r. **HAZ-9:** Existing 30-inch SoCal Gas gas line shall be located within a minimum of 10 feet easement and shall not be located within any private residential lot.

- s. **HAZ-10:** Prior to issuance of building permits, soils adjacent to oil wells abandoned in development areas shall be mitigated to meet residential cleanup requirements of an approved remedial action plan.
- t. **HAZ-11:** Prior to issuance of any building permits, any abandoned well within 300 feet of a planned habitable structure shall be mitigated to the current guidelines of the City of Brea Fire Department. All habitable structures within 300 feet of an abandoned well shall follow methane mitigation methods approved by the City's Combustible Soil-Gas Guideline. Any mitigation measure required of habitable structures shall be reflected on any plans submitted for building permits or occupancy permits.
- u. **HAZ-12:** Prior to issuance of any building permit for any Planning Area following remediation and decommission efforts on the areas of the existing oil and gas production operations, the Project Applicant shall prepare a combustible gas/methane assessment study by a registered professional and submit it to the City of Brea Fire Department for review and approval. The study shall meet the requirements of the City's Combustible Soil-Gas Guideline and contain a detailed description of the site investigation, including the methodology and data collection techniques used. If detectable levels of methane are encountered on the Project site that exceed the City of Brea Fire Department standards, the Project Applicant shall submit a mitigation plan to the City of Brea Fire Department and implement remedial measures as directed by the City's Fire Department.
- v. **HYD-1:** Prior to approval of a final site improvement plans, the Project Applicant shall prepare a Final Hydrology and Hydraulic (H&H) report in compliance with the City of Brea's Master Plan of Drainage 2013 requirements for review and approval by the City of Brea Public Works Department. The H&H report shall address and assess all proposed connections to the downstream system, and appropriate mitigation measures shall be submitted to the City of Brea so that the downstream systems are not impacted.
- w. **HYD-2:** Prior to recordation of any final subdivision map for areas below the Carbon Canyon Dam, the Project Applicant shall submit an emergency response plan (Plan) that meets the approval of the Brea Fire Department. The Plan shall provide emergency response protocols, and for the final subdivision map east of Rose Drive within the Carbon Canyon Dam inundation area, the Plan shall also demonstrate compliance with the dam failure inundation buyer notification provisions of state law.
- x. **N-2:** Prior to any construction activity such as grading, site preparation, or issuance of building permits, a note shall be provided on construction plans indicating that during construction activities and phasing the Project Applicant shall be responsible for requiring contractors to implement the following

measures to limit construction-related noise to a performance standard of 80 dBA Leq at the property line of the nearest sensitive receptor:

- i. Section 8.20.070 of the Brea Municipal Code limits construction activity to the daytime hours between 7:00 am to 7:00 pm on Monday through Saturday. Construction is not allowed on Sundays and federal holidays. If construction outside of these hours is necessary for construction of a Project under the Specific Plan, construction noise shall be limited to the City of Brea exterior noise standards summarized in Table 5.13-3, City of Brea Exterior Noise Standards.
- ii. During the entire active construction period, equipment and trucks used for Project construction shall utilize the best available noise control techniques (e.g., improved mufflers, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds), wherever feasible.
- iii. Require that impact tools (e.g., jack hammers and hoe rams) be hydraulically or electrically powered wherever possible. Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used along with external noise jackets on the tools.
- iv. Stationary equipment such as generators and air compressors shall be located as far as feasible from nearby noise-sensitive uses.
- v. Stockpiling shall be located as far as feasible from nearby noise-sensitive receptors.
- vi. Construction traffic shall be limited—to the extent feasible—to approved haul routes established by the City.
- vii. At least 10 days prior to the start of construction activities, a sign shall be posted at the entrance(s) to the job site, clearly visible to the public, that includes permitted construction days and hours as well as the telephone numbers of the City's and contractor's authorized representatives to respond in the event of a noise or vibration complaint. If the authorized contractor's representative receives a complaint, he/she shall investigate, take appropriate corrective action, and report the action to the City.
- viii. Signs shall be posted at the job site entrance(s), within the on-site construction zones, and along queueing lanes (if any) to reinforce the prohibition of unnecessary engine idling. All other equipment shall be turned off if not in use for more than 5 minutes.
- ix. During the entire active construction period and to the extent feasible, the use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only. The construction manager shall use smart back-up alarms, which automatically adjust the alarm level based on the background noise level, or switch off back-up alarms and replace with human spotters in compliance with all safety requirements and laws.

- x. Erect temporary noise barriers, where feasible, when construction noise is predicted to exceed the noise standards after other measures have been considered, or occur at nighttime, or when the anticipated construction duration is greater than is typical (e.g., two years or more).
- y. **N-2:** Prior to issuance of a building permit for a Project requiring pile driving within 135 feet of fragile structures such as historical resources, within 100 feet of nonengineered timber and masonry buildings (e.g., most residential buildings), or within 75 feet of engineered concrete and masonry (no plaster), or requiring a vibratory roller within 25 feet of any structure, the Project Applicant shall prepare a noise and vibration analysis to assess and mitigate potential noise and vibration impacts related to these activities. This noise and vibration analysis shall be conducted by a qualified and experienced acoustical consultant or engineer. The vibration levels shall not exceed Federal Transit Administration (FTA) architectural damage thresholds—e.g., 0.12 inch per second (in/sec) peak particle velocity (PPV) for fragile or historical resources, 0.2 in/sec PPV for nonengineered timber and masonry buildings, and 0.3 in/sec PPV for engineered concrete and masonry—or the City threshold of 0.003 in/sec root-mean-square (70 vibration decibel [VdB]). If vibration levels would exceed this threshold, alternative uses such static rollers and drilling piles as opposed to pile driving shall be used.
- z. **PS-1:** Prior to issuance approval of each tentative tract map, the Project Applicant shall demonstrate compliance with the site planning guidelines referred to as Crime Prevention Through Environmental Design (CPTED). CPTED is based on the principle that proper design and effective use of buildings and public spaces in neighborhoods can lead to a reduction in the fear and incidence of crime, and an improvement in the quality of life. These guidelines are intended to optimize the ability of the police department to respond quickly and effectively to calls for assistance and also to incorporate crime prevention measures into the design of future homes, open space areas, and public trails. Examples of such measures include minimizing vegetation or structural screening that could obstruct visibility into public parks by passing patrol units; installation of special locks and/or electronic security devices; incorporation of practical access control (doors, fences); promote surveillance through minimum security lighting, windows, and landscaping; and provide territorial reinforcement through proper signage and sidewalks.
- aa. **PS-2:** Prior to each building permit, the Project Applicant shall pay library impact fees to the County of Orange to offset its fair share of the costs of providing additional library resources and shall provide proof of payment to the City of Brea. A fair-share cost per unit shall be established in coordination with the County of Orange.

bb. **TCR-1:** Prior to the commencement of any ground disturbing activity at the Project site, the Project Applicant shall retain a Native American Monitor approved by the Gabrieleno Band of Mission Indians-Kizh Nation—the tribe that consulted on this Project pursuant to Assembly Bill 52 (the “Tribe” or the “Consulting Tribe”)—and in concurrence with the City of Brea as the CEQA lead agency. A copy of the executed contract shall be submitted to the City of Brea Planning and Building Department prior to the issuance of any permit necessary to commence a ground-disturbing activity.

- i. The Tribal monitor shall only be present on-site during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribe as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the Project area.
- ii. The Tribal Monitor shall complete daily monitoring logs that provide descriptions of the day’s activities, including construction activities, locations, soil, and any cultural materials identified.

The on-site monitoring shall be concluded when all ground-disturbing activities on the Project site are completed, or when the Tribal Representatives and Tribal Monitor have indicated that all upcoming ground-disturbing activities at the Project site have little to no potential for impacting Tribal Cultural Resources.

cc. **TCR-2:** If tribal cultural resources are inadvertently discovered during ground disturbing activities for this Project. The following procedures will be carried out for treatment and disposition of the discoveries:

- i. Upon discovery of any Tribal Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 100 feet) until the find can be assessed.
- ii. All Tribal Cultural Resources unearthed by Project activities shall be evaluated by the qualified archaeologist and Tribal monitor approved by the Consulting Tribe. If the resources are Native American in origin, the Consulting Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational, cultural and/or historic purposes.
- iii. If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
- iv. Work may continue on other parts of the Project Site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section



15064.5[f]). If a non-Native American resource is determined by the qualified archaeologist to constitute a “historical resource” or “unique archaeological resource,” time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Sections 21083.2(b) for unique archaeological resources.

Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

dd. **USS-1:** The Project Applicant shall coordinate with the City of Brea to make payments to fund its fair share of the following capital improvements related to offsite water systems, as identified in the City of Brea 2021 Water System Master Plan Update:

- i. Increase pumping capacity to the 790 Zone at Berry Street booster pump station (BPS) by providing an additional high-pressure pump at Beery Street BPS with a minimum capacity of 1,778 gallons per minute (gpm).
- ii. Construct new 24-inch pipelines in Valencia Avenue to increase system capacity to fill Valencia Reservoir.
- iii. Approximately 1,270 linear feet (LF) of new 24-inch pipeline from the Reservoir inlet/outlet to Sandpiper Way, replacing existing 12- inch pipeline.
- iv. Approximately 2,060 LF of new 24-inch pipeline from Lambert Road to Birch Street, replacing existing 12-inch pipeline.

ee. **USS-2:** The Project Applicant shall coordinate with the City of Brea to make payments to fund its fair share of the following capital improvements:

- i. Reduce sewer flow downstream of MH 44 by providing one of the following options:
  - a) Construct a new 8-inch sewer line (approximately 300 feet) from MH 44 southward in Birch Street to MH 11 in Voyager Avenue. All flow originating upstream of MH 44 shall be diverted to Voyager

- Avenue, with the existing pipeline that continues down Birch Street plugged at MH 44; or
- b) Construct a new 10-inch sewer line (approximately 1,900 feet) in Birch Street diverting all flow tributary to MH 44 westerly in Birch Street to MH 21 at Birch and Ranger Street.

DRAFT

## **ORDINANCE NO. XXX**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING DEVELOPMENT AGREEMENT NO. 2022-01 BY AND BETWEEN THE CITY OF BREA AND AERA ENERGY, LLC REGARDING THE BREA 265 SPECIFIC PLAN PROJECT**

#### **THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:**

##### **A. RECITALS.**

(i) Aera Energy, LLC has applied for approval of the Brea 265 Specific Plan, which includes General Plan Amendment No. 2022-01 (GPA No. 2022-01), Zone Change No. 2022-01 (ZC No. 2022-01), Specific Plan No. 2022-01 (SP No. 2022-01), and Development Agreement No. 2022-01 (DA No. 2022-01), which would allow development of up to 1,100 residential dwelling units in low and medium density residential neighborhoods with associated park, recreation and open space amenities. For purposes of this Resolution, GPA No. 2022-01, ZC No. 2022-01, SP No. 2022-01, and DA No. 2022-01 are collectively referred to herein as “the Project.”

(ii) The Project site is generally bounded by Lambert Road/Carbon Canyon Road to the north, Carbon Canyon Regional Park to the east, Birch Street and Rose Drive to the South, and the Eagle Hills residential community to the west. The Project site currently has a General Plan Land Use designation of Hillside Residential and Low Density Residential and the zoning of Hillside Residential (HR) and Single-Family Residential (R-1).

(iii) A copy of DA No. 2022-01 is attached as Exhibit A to this Ordinance and hereby incorporated as though set forth in full.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted

a Findings of Fact, a Statement of Overriding Consideration, and Mitigation Monitoring Program (MMP) for the Project, which is attached as Exhibits A and B to that resolution.

(v) On March 22, 2022, April 26, 2022, and May 24, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City Council certify the Final EIR and approve the Project.

(vi) On June 21, 2022, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

(vii) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Ordinance is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. ORDINANCE.**

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council hereby approves DA 2022-01.

**SECTION 3. Certification.** The City Clerk shall certify to the adoption of this Ordinance.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Cecilia Hupp  
Mayor

ATTEST:

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the \_\_\_\_ day of \_\_\_\_\_, 2022, and was finally passed at a regular meeting of the City Council of the City of Brea on the \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

RECORDING REQUESTED BY, AND WHEN  
RECORDED MAIL TO:

CITY OF BREA  
1 CIVIC CENTER CIRCLE  
BREA, CA 9282  
ATTN: CITY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

**PREANNEXATION  
AND  
DEVELOPMENT AGREEMENT NO. DA \_\_\_\_\_  
CONCERNING PROPERTY KNOWN AS  
"BREA 265 SITE" LOCATED IN  
BREA, CALIFORNIA**

THIS PREANNEXATION AND DEVELOPMENT AGREEMENT NO. DA ("**Agreement**") is made and entered into as of the "Effective Date" set forth herein by and between Aera Energy LLC, a California limited liability company ("**Owner**") and the City of Brea, a municipal corporation organized and existing under the laws of the State of California ("**City**").

**RECITALS**

1. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the public and private economic risks of development, the Legislature of the State of California adopted Sections 65864, et seq. of the Government Code ("**Development Agreement Statute**"), which authorize City and persons having legal or equitable interests in real property for the development of such property to enter into a development agreement, establishing certain development rights and criteria for development of real property.

2. Owner has an equitable interest, including an option to acquire certain property owned by its affiliate, in and to that real property located entirely within City, the legal description of which is set forth in Exhibit "A" attached hereto and certain other land in the County of Orange, the legal description of which is set forth on Exhibit "B" ("**Aera Orange County Property**"), which Exhibits are incorporated herein by this reference and hereinafter are collectively referred to as the "**Brea 265 Site**." As provided in Section 10 below, subsequent to agreement on an annexation plan, Owner and City intend to annex to City that portion of the Brea 265 Site that is within the County of Orange. Owner intends to construct a residential, open space and recreational opportunities, public facilities as described in the "Brea 265 Specific Plan" (defined below) (the "**Project**") on the Brea 265 Site. In order to avoid any misunderstandings or disputes relating to annexation and attendant development matters, the parties believe it is desirable to set forth their intention and understanding in this Agreement. This Agreement shall be used as the basis for completing annexation into City of the Aera Orange County Property.

3. City and Owner intend that this Agreement will provide for the orderly development of the Brea 265 Site in accordance with the "Project Phasing Plan" which is set forth in Exhibit "G", and objectives set forth in the currently adopted "Brea 265 Specific Plan" (defined below) that, among other matters has amended City's General Plan and Zoning Ordinance, and "Land

Regulations” (defined below). Moreover, City and Owner intend that this Agreement provide to Owner vested rights to develop the Brea 265 Site in accordance with sound planning principles, and in a manner consistent with the Land Regulations, Brea 265 Specific Plan, and eliminate uncertainty in planning for, and securing orderly development of the Project, pursuant to the Project Phasing Plan, and, pursuant to the Project Phasing Plan, assure progressive installation of necessary infrastructure improvements, including water, sanitary sewers, storm drains, and other utility connections to provide for public benefits and services appropriate to each stage of development of the Project, ensure attainment of the maximum efficient utilization of resources within City, and otherwise achieve the goals and purposes of the Development Agreement Statute.

4. Owner has created the Brea 265 Specific Plan described on Exhibit “C” attached hereto for the development of the number of market rate residential and affordable units set forth in Section 8 (a) below as the principal land use, dedication of fee title to City of the “ Staging Area Park”, (as defined below), “Sports Park Land” (as defined below) and “Activated Snorkel Station Heli-Hydrant Land” (as defined below), “Community Facility Land” (as defined below) the construction of not less than 76 and up to 110 multi-family or senior affordable housing units as provided in Section 8 (a) below, and other Public Benefits, for the phased development thereof, as more fully set forth in the Project Phasing Plan, with complete utilities, public streets, storm drains and all other necessary infrastructure and public facilities for such development, and provision for financing and conveyance maps, all of which development shall take place pursuant to the Brea 265 Specific Plan (collectively referred to herein as the "**Project**"). Owner has agreed to provide the “Public Benefits” (defined below), in reliance on City granting vested rights to Owner to construct on the Brea 265 Site the number of market rate and multi-family or senior affordable housing residential units set forth in Section 8 (a) below, including the deeding in fee by Owner to City of the Staging Area Park, Sports Park Land, Activated Snorkel Station Heli-Hydrant Land and Community Facility Land which acquisition (in the form of dedication, exclusive of all “Mineral Rights” (defined below) ), are intended, along with Owner’s other covenants hereunder to provide open space, parks, recreational facilities, and monetary contributions to City to satisfy all requirements of Owner with regard to its monetary and dedication obligations under all applicable City ordinances and State statutes, including without limitation any requirements for in-lieu-fees in connection with parklands and facilities.

5. Pursuant to CEQA, City prepared and circulated an Environmental Impact Report ("**EIR**") to analyze the environmental effects which would be caused by the Project. On \_\_\_\_\_, 2022, City certified that the EIR was adequate, that it satisfied the requirements of CEQA, the CEQA Guidelines and applicable City Regulations, and that it fully and adequately described the Project.

6. Implementation of the Brea 265 Specific Plan will result in the creation of a physical, social, and fiscal environment which will conform to and complement the goals of City, create a residential environment sensitive to human needs and values, and protect adjacent land uses from adverse impacts, consistent with the policies and elements of the City General Plan, as amended by the Brea 265 Specific Plan.

7. This Agreement will allow City to realize public facilities and economic, recreational, park, open space, trail systems, fire and police safety, traffic management enhancements, conservation and preservation benefits, including the abandonment and remediation of “Oil Facilities” (defined below) and soils (collectively, "**Public Benefits**").

8. Because of the complexities, interrelationships and costs of abandoning and remediating the oil operations on the Brea 265 Site, the cost of financing of the infrastructure, the

cost of providing the Public Benefits, and generally developing the Project in phases, certainty in the development process is an absolute necessity. The phasing, timing, and development of public infrastructure, Public Trails and conveyance of the Sports Park Land, Staging Area and Activated Snorkel Station Heli-Hydrant Land (at the terminus of Olinda Drive), in accordance with the Project Phasing Plan, dedication to State Parks of approximately 52 acres of land that is not part of the Brea 265 Project, which land is depicted on Exhibit "D" attached hereto, 22.5 acres of which are retained drill sites, and oil field abandonment and remediation, necessitate a significant commitment of resources, planning, and effort by Owner for the public facilities financing, construction, and conveyance, in the form of dedication, to be successfully completed. In return for Owner's participation and commitment to these benefits for public purposes, City is willing to exercise its authority to enter into this Agreement and thereby permit certain development rights to vest.

9. In consideration of Owner's agreement to provide the Public Benefits, City intends to and by this Agreement does give to Owner rights to proceed with development of the Brea 265 Site in accordance with the "Municipal Code" (defined below), Land Regulations, the Project Phasing Plan, and Brea 265 Specific Plan, and, at Owner's request of City, provided that there is no expense or administrative burden to City, in accordance with the Public Financing Plan, permit Owner to create one or more community facilities districts to fund construction of certain community benefits such as lighting and landscaping, community services, and/or a habitat maintenance district for public trails maintenance and/or in the event that State Parks will not accept from Owner the dedication of approximately 52 acres owned by Owner outside of the Brea 265 Site. All Very Low and Low Income Affordable Units occupants shall be exempted from any contributions to an associated community facilities district or CC&R impositions for City services.

10. This Agreement constitutes an exercise of City's police powers and is intended to provide certainty to Owner in the development approval process by vesting the permitted uses(s), density, intensity of use, and the timing and phasing of development as described in the Project Phasing Plan and the Brea 265 Specific Plan, in exchange for Owner's commitment to provide, pursuant to the terms of this Agreement, the Public Benefits to City.

11. On \_\_\_\_\_, 2022, following second reading, the Council adopted Ordinance No. \_\_\_\_\_, approving Brea 265 Specific Plan and. Ordinance No. \_\_\_\_\_ and all attachments and exhibits thereto are hereby incorporated by this reference. For purposes of this Agreement, the proposed development as approved and defined by Ordinance \_\_\_\_\_ is referred to herein as the "**Project**," and Ordinance \_\_\_\_\_ are collectively referred to as the "**Project Approvals**."

## **AGREEMENT**

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

**"Activated Snorkel Station Heli-Hydrant Land"** means the (i) approximate 1,000 square foot parcel and any easements for access and utility lines at the location generally depicted on Exhibit "E" attached hereto on Olinda Drive, to be conveyed to City on land owned by Owner, the precise location and configuration of which shall be agreed to by City and Owner for the purpose of City constructing and maintaining an Activated Snorkel Station Heli-Hydrant, all in a manner to minimize the quiet enjoyment of communities to be constructed on contiguous land owned by Owner; and (ii) an additional parcel to be acquired by City using the contribution



to be made by Owner as described in Section 11A (m) (vi) below, upon which City will construct and maintain a second Activated Snorkel Station Heli-Hydrant.

**“Activated Snorkel Station Heli-Hydrant”** means an approximate 1,000 gallon water tank and related improvements that provide authorized helicopter pilots with easily accessible water during wildfire events.

**“Adaptive Control System”** means a real-time adaptive signal control technology system, and a connected vehicle system to be installed, integrated, and configured to provide fully functional operations to optimize, monitor, and manage the signal control at the following 14 signalized intersections:

- All existing and proposed traffic signals on Lambert Road, from Pointe Drive to Proposed “MM/NN” Street (6 signals);
- All existing and proposed traffic signals on Burch Street, from Associated Road to Voyager Avenue (5 signals)
- All existing traffic signals on Rose Drive, from proposed “P” Street to Vesuvius Drive/Proposed “A” Street (2 signals); and
- The existing traffic signal at the intersection of Valencia Avenue and Santa Fe Road (1 signal.)

**“Affordable Housing Owner”** means an Affordable Housing Developer selected by Owner.

**“Affordable Housing Parcel”** means a parcel to be graded not later than the issuance of the 400<sup>th</sup> certificate of occupancy in Phase 2, in Planning Area 7 on the Brea 265 Site Plan at the location to be determined by Owner, which parcel shall be deed restricted for 55 years, on which the multi-family or senior affordable housing units described in Section 8 (a) below are to be constructed by Owner or by an Affordable Housing Developer.

**“Brea 265 Site”** means the approximate 260.7 acres of undeveloped land described on Exhibit “A” attached hereto.

**“CEQA”** means the California Environmental Quality Act.

**“City”** means the City of Brea.

**“Community Facility Land”** means the one acre graded pad site at the intersection of Valencia and Lambert Road, identified in Planning Area 11 on Exhibit “F” attached hereto with utility lines stubbed to the property line for the construction by City of facilities that are to be used only for civic uses, including but not limited to: public safety and/or ambulance station and/or storage of emergency equipment and supplies, community center, meeting space provided, however, no commercial or market-rate residential use shall be constructed on the Community Facility Land. To the extent that City desires to use the Community Facility Land for other than the aforementioned purposes, City shall obtain the prior written consent of Owner.

**“Conceptual Grading Plan”** means the grading plans prepared by Hunsaker & Associates, shown in the Brea 265 Specific Plan at Section 3.3, Exhibits 3-7A, 3-7 B, 3-7C, 3-7D and 3-7E..

**“Density Bonus and Concessions”** means the density bonus provided to the Owner in accordance with City and State Law that comply with State Income Limits for Orange County determined and published annually by the California Department of Housing and Community Development as referenced in California Health and Safety Code.

**“Effective Date”** means the 31-calendar days following adoption of the Ordinance approving this Agreement by City's City Council, provided that there is no legal challenge to the effectiveness of the Ordinance.

**“Existing Sports Park”** means the Brea Sports Park located at 3333 E. Birch Street in the City of Brea.

**“Existing Sports Park Field Improvements”** means the installation by City of synthetic turf on two existing City owned fields..

**“Impositions”** shall mean taxes, assessments, fees, and other charges imposed by City having an economic burden on Owner, including without limitation dedications of land, contributions of money, and/or the provision of facilities and/or Improvements.

**“Interchangeable Message Boards”** means two changeable message boards to be installed, at locations secured by City, on Lambert Road in order to: (i) direct traffic vehicles away from Carbon Canyon Road; (ii) give motorists real-time traffic safety and guidance information about planned and unplanned events on Carbon Canyon Road in order to avoid traffic tie-ups on Carbon Canyon Road; and (iii) at times post America's Missing: Broadcast Emergency Response (AMBER) Alert information.

**“LAFCO Certificate of Completion”** means that certain Orange Local Agency Formation Commission Certificate of Completion recorded in the Official Records of Orange County on 09/29/06 as Instrument No. 2006000649630. Pursuant to Resolution #CA 03-12A of the Orange County Local Agency Formation Commission the term of such Orange Local Agency Formation Commission Certificate of Completion has been extended to September 29, 2022.

**“Land Regulations”** means, as of the Effective Date, permit and other fees, Brea 265 Specific Plan, and all of City's Municipal Code, including those ordinances, resolutions, codes, rules, regulations, and official policies (City Council, Administrative and Planning Commission) of City governing the development and use of the Brea 265 Site in effect as of the Effective Date, including, without limitation, the permitted uses of the Brea 265 Site, allowable density transfers, setbacks, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the development of the Brea 265 Site as the foregoing may be amended by the provisions of this Agreement, the Specific Plan, Project Approvals and otherwise with Owner's consent, in connection with the implementation of this Agreement. City has delivered to Owner a set of certified binders (**“Land Regulation Binders”**) entitled "Land Regulations for Brea 265 Site" dated as of \_\_\_\_\_ 2022, which include, all of the Land Regulations, as of the Effective Date, which, in the absence of Superior Law must, in accordance with such Superior Law, be imposed on the Brea 265 Site as provided in this Agreement, are to govern the development and entitlement process for the Project, including “Project Approvals” (defined below) on the Brea 265 Site. City and Owner agree that Uniform Codes, such as the Uniform Building Code, which as of the Effective Date have been adopted, and which may from time to time be amended, for general applicability throughout City are not included in the Land Regulation Binder. City, Owner and

engineer for the Project shall each retain one set of the certified Land Regulation Binders

**"Improvements"** means those public and private works of improvement that are permitted and required to be constructed pursuant to the terms of this Agreement.

**"Mineral Rights"** means any and all oil, oil rights, minerals, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing that may be under the Brea 265 Site below a depth of 250 feet below the finished grade of each portion of the Brea 265 Site, with no retained right of surface entry within Brea 265 Site following the completion of construction of homes in each of Phases 2 and 3.

**"Municipal Code"** means the Brea City Code in effect on the Effective Date.

**"Oil Facilities"** means, without limitation, all active and inactive oil and gas wells, pipes and pipelines, oil production and processing equipment, facilities, casings, buildings and the structures now or hereafter located on the Brea 265 Site which are used for removing or injecting oil, gas, water and other substances into or from the subsurface of the Brea 265 Site.

**"Ordinance"** means Ordinance No. , which approved this Agreement.

**"Owner"** means Aera Energy LLC, a California limited liability company.

**"Phases"** means the three (3) development phases of the Project, with each of the Phases being comprised of multiple Planning Areas.

**"Planning Area(s)"** means a development area shown on the Brea 265 Specific Plan within a Phase that may be conveyed to one or more merchant builders for the construction of Improvements.

**"Private Recreation Facility(ies)"** means the indoor and outdoor recreational facilities the use of which shall be reserved for the residents and guests of the Brea 265 Site that will be owned and maintained by a homeowners' association.

**"Project Approvals"** are defined in the Recitals above.

**"Project"** is that development approved for the Brea 265 Site as provided in this Development Agreement. Specifically, the development shall consist of the Improvements generally described in the Brea 265 Specific Plan dated February 14, 2022, which includes acknowledgement of this Agreement as a pre-annexation zoning agreement pursuant to Government Code Sections 65859, and more fully detailed in Exhibit "C" attached hereto and in the Specifications.

**"Project Phasing Plan"** means the phasing plan attached hereto as Exhibit "G" hereby approved by City and Owner indicating their mutual acceptance, and incorporated herein by reference, which provides for the phased construction of the Project including complete utilities, public streets, storm drains and all other necessary infrastructure, public facilities, Art in Public Places at the locations, timing of installation and in accordance with the standards set forth in the Brea 265 Specific Plan and Project Phasing Plan, public parks, Public Trails, Staging Area Park, Sports Park and other "Public Benefits" (defined below) necessary for the development of the Project in accordance with the Brea 265 Specific Plan.

**"Pro Rata Basis"** means in connection with a sale, assignment or transfer of all or

a portion of the Brea 265 Site to a Transferee, that portion ("**Substituted Security**") of the economic security which (i) is reasonably related to the public infrastructure costs associated with a portion of the Brea 265 Site conveyed to the Transferee; (ii) is to be in lieu of and substituted for that portion of the economic security posted, pledged or otherwise provided by Owner for the benefit of City; and (iii) Owner has negotiated with a Transferee to assume in writing for the benefit of City. The amount and nature of the Substituted Security must be reasonably satisfactory to the City Manager, provided that any combination of the following shall be provided: (i) an irrevocable standby letter of credit, in a form and with terms reasonably acceptable to the City Attorney, issued by a national banking institution; (ii) an irrevocable corporate surety bond, in a form and with terms reasonably acceptable to the City Attorney, issued by a licensed California surety company; or (iii) cash or cash equivalents such as obligations of the United States of America. The amount of the Substituted Security must reasonably relate to the projected cost to install and/or complete public infrastructure and/or Public Benefits on or reasonably related to that portion of the Brea 265 Site so conveyed.

**"Public Financing"** shall mean, if required by Owner, the capital financing raised through the issuance of bonds or other public financing mechanisms pursuant to the terms of one or more statutes described under the heading "Public Financing Law" in the Public Financing Plan.

**"Public Financing Plan"** means the plan signed by City and Owner concurrently herewith indicating their mutual acceptance, and incorporated herein by reference, which provides for Public Financing.

**"Public Benefits"** means the benefits to City described in Section 11 below.

**"Public Trails"** means the approximate 5 miles of public trails and the pedestrian undercrossing tunnel under Lambert Road affording safe walking passage to and from the Olinda Elementary School, the Brea Sports Park and other destinations that are within and adjacent to the Brea 265 Site including connection to the Brea Tracks trail system, County and State Park trails, as well as to other adjacent communities.

**"Specifications"** means the Brea 265 Site development plans and specifications approved by the City Council set forth in Exhibit "H" and incorporated herein by reference, and related conditions of approval, which are an addition to and not changed, altered, or modified by this Agreement unless specifically set forth herein.

**"Sports Park"** means the following improvements to be designed, in consultation with City and constructed in conformance with the timing set forth on Exhibit "J" attached hereto by Owner on the Sports Park Land at the approximate physical locations identified on Exhibit "I" attached hereto, within the Sports Park Land: abandonment and remediation of all oil wells and pipes, grading, utilities, storm drain tie-ins, spectator seating, lighting, scoreboards, water fountains, fencing, baseball dugouts and bullpens, benches, soccer and football fields with synthetic turf, tennis courts, pickleball courts, basketball court, tartan track with fitness stations dual tread multi-purpose trail, tot lot, storage facility, shade structure, parking, concession building, restrooms, water quality basin, team warm-up field and link to the Existing City Sports Park, and Olinda Elementary School (collectively, the **"Sports Park Amenities"**), the locations of which are more fully described on Exhibit "I" attached hereto.

**"Sports Park Land"** is the approximately thirteen (13) acre Parcel described on Exhibit "F" attached hereto.

**“Staging Area Park”** is the approximately two and one tenth (2.1) acre Parcel described on Exhibit “F” attached hereto that will be developed by Owner with a restroom facility, parking, shade structures, seating, landscaping, signage and interpretive boards.

**“Transfer”** means any sale, lease, encumbrance or other transfer of all or any portion of the Project or any interest therein.

**“Transfer of Development Rights”** means the right of the Owner, without the consent of City, to redistribute residential units from one Planning Area to another within a General Plan use designation in accordance with Sections 6.3 and 6.6.5 A. of the Brea 265 Specific Plan.

**“Transferee”** means any person who acquires an interest in the Brea 265 Site pursuant to a Transfer and agrees, or is deemed, to assume Owner's obligations hereunder with respect to such interest.

2. Incorporation of Recitals. The recitals are part of the Agreement between the parties and shall be enforced and enforceable as any other provisions of this Agreement.

3. Interest of Brea 265 Site Owner. Owner warrants and represents that it has full legal right to enter into this Agreement and that the person executing this Agreement on behalf of Owner has been duly authorized to do so.

4. Binding Effect of Agreement. Owner hereby subjects the land described in Exhibits “A” and “B” hereto, to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and, the rights, benefits and burdens, shall pass to and be binding upon City and Owner’s successors and assigns in title or interest to the Project. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

5. Relationship of Parties. It is understood that the contractual relationship between City and Owner is such that Owner is an independent party and is not the agent of City for any purpose whatsoever and shall not be considered to be the agent of City for any purpose whatsoever,

6. Term and Termination of Agreement.

(a) Without limiting the generality of Section 4 above, the development rights and standards set forth in this Agreement shall remain vested and applicable with respect to a given parcel on which Improvements are to be constructed pursuant to this Agreement until the date that is 25 years following the Effective Date. Such term is reasonable in view of the difficulty of predicting with precision the time required to efficiently manage the cessation of oil producing operations, implementing the abandonment and remediation of the Oil Facilities, fluctuations in the economy and housing market attributable to unforeseen events such as pandemic and, subsequently deliver the regionally important supply of new housing opportunities to City. If Owner has proceeded in good faith, but has been prevented, delayed or hindered from developing the Brea 265 Site due to Force Majeure circumstances, such term shall be extended for an additional period equal to the period of delay caused by such delays(s), provided, however, so long as City

adheres to the established periods for plan check reviews set forth in the Land Regulation Binders, the time required for City plan check reviews shall not be considered an event of Force Majeure.

(b) City agrees that Owner may file and process new and existing tentative tract maps for the Brea 265 Site consistent with California Government Code Sections 66498.1-66498.9 and the Municipal Code. Pursuant to the applicable provision of the California Subdivision Map Act, the life of any tentative subdivision map approved for the Brea 265 Site, whether designated a "tentative tract map" or otherwise, together with any subsequent Approval, shall be extended for the Term of this Agreement.

(c) Upon the Transfer of a legal parcel upon which the Owner has completed the installation of backbone utilities to graded pads along with other Improvements permitted under the "Conditions" (as hereafter defined) and a certificate of occupancy allowing lawful occupancy has been issued (a "**C of O**"), the Transferee of such transferred parcel (the "**New Owner**") shall not be required to comply with any of the construction obligations set forth in this Agreement, and upon request of such New Owner or the applicable Owner, City shall execute, acknowledge and deliver a recordable instrument releasing such parcel from this Agreement, provided no such release shall affect any rights theretofore vested, including without limitation those described in the last sentence of Section 4.

(d) Upon the completion of all Improvements permitted under the Conditions on the portion of the Brea 265 Site owned by an Owner and the issuance of a C of O for all such Improvements, this Agreement shall no longer impose further obligations on the Owner of such portion of the Brea 265 Site with respect to such portion, and upon request of the applicable Owner, City shall execute, acknowledge and deliver a recordable instrument releasing such portion of the Brea 265 Site from this Agreement, provided no such release shall affect any rights theretofore vested, including without limitation those described in the last sentence of Section 4.

(e) Termination of Agreement with Respect to Individual Residential Lots Upon Sale to Public. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any residential lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document when a final C of O, or its equivalent, is issued for any lot or parcel within a Phase or tract. Such release of obligations shall occur automatically and shall not require the execution or recordation of any further document or instrument.

## 7. Assignment.

(a) Without the prior consent of City, Owner shall have the right to sell, mortgage, hypothecate, assign or Transfer: (a) all of Owner's rights and obligations hereunder to an entity that is controlled by Owner; and/or (b) to one or more Planning Areas to any person or entity at any time during the Term of this Agreement. Any such Transfer shall be deemed to include an assignment of all rights, benefits, duties and obligations created by this Agreement with respect to the portion of the Brea 265 Site transferred, provided, however, without the prior written consent of the Owner who is the original signatory to this Agreement, no Transferee: (i) shall be entitled to enter into an amendment to this Agreement; or (ii) be entitled to any credits or reimbursements to which the original signatory Owner is entitled to hereunder. The assumption of any or all of the obligations of an Owner under this Agreement pursuant to any such Transfer shall relieve Owner, without any act or concurrence by City, of its legal duty to perform those obligations except to the extent that such Owner is in default with respect to any and all obligations at the date of recordation of a deed transferring a Planning Area.

(b) Notwithstanding whether a Transferee has executed an assignment and assumption agreement, upon a Transfer, the Transferee shall be deemed to have assumed all Owner's obligations and been assigned all of Owner's rights under this Agreement with respect only to the Transferred property, and will be deemed the Owner hereunder with respect only to the Transferred property. Notwithstanding anything herein to the contrary, in no event shall any Lender have any obligation under this Agreement, but subject to Sections 19, 20 and 21 below, unless and until such Lender purchases at a foreclosure sale, or accepts a deed in lieu of foreclosure, the portion of the Project that was subject to a Mortgage.

(c) Concurrent with any sale, assignment, or Transfer or within fifteen (15) business days thereafter, Owner shall notify City in writing of such event, the identity of the Transferred property and the name and address (for purposes of notices hereunder) of the Transferee, together with the corresponding number of dwelling units that can be developed on the Transferred property, and Owner and the Transferee shall notify City which of Owner's obligations have been assumed, including the posting of Substituted Security. A failure of Owner to strictly comply with this subsection shall not constitute a material breach of this Agreement.

(d) Upon the satisfaction of the above conditions, Owner's obligations hereunder with regard to the projected public infrastructure costs appurtenant to the Transferred property, including security if substituted, shall be released on a Pro Rata Basis with regard to the Transferred property. With regard to the Transferred property only, after such release, City shall look solely to the Transferee for compliance with the provisions of this Agreement, as such provisions relate to the Transferred property acquired by such Transferee.

(e) If Owner or the Owner of the Transferred property defaults under this Agreement, such default shall not constitute a default by the Owner of any other portion of the Brea 265 Site (including, but not limited to, Owner) and shall not entitle City to terminate or modify this Agreement with respect to such other portion of the Brea 265 Site or the Owner thereof who is not in default.

8. Vested Rights, Timing, and Restrictions Pertaining to Development of the Brea 265 Site. The following specific rights, benefits and restrictions shall apply to the use of the Brea 265 Site pursuant to this Development Agreement:

(a) Vested Rights. Owner shall have the vested right, to the fullest extent allowed under the Development Agreement Statute, to develop the type, density, intensity, configuration of uses allowed, size, timing of construction and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, including, but not limited to landscaping, irrigation, sidewalk, and drive approaches, together with other terms and conditions of development applicable to the Project, all as set forth in the Land Regulations, Project Approvals, Brea 265 Specific Plan and this Agreement. Those uses allowed and vested on the Brea 265 Site shall include the construction of 1,100 residential units, of which 1,024 shall be market rate single family detached, with an obligation to provide: (i) not less than 76 affordable multifamily or senior units; and (ii) following the Effective Date, as permitted under the Density Bonus and Concessions, and consistent with the Project EIR, and Affordable Housing Exemptions (14 CCR 15194), Owner will construct or cause to be constructed up to a total of 110 multifamily or senior units, all of which will be affordable in accordance with City's Affordable Housing Ordinance, subject to granted specific concessions to Land Regulations as contained in the Specific Plan.

(b) .. Portions of the Project shall be dedicated for open space, parks, recreational

facilities and trails, Community Facility, Activated Snorkel Station Heli- Hydrant, traffic control systems and the installation of innovative works of art, including but not limited to sculptures, murals, habitable art structures, artistic light displays and waterfeatures.

(c) Timing.

(i) Except in conformance with the Project Phasing Plan, Owner shall not be required to initiate or complete development of any particular phase of the Project, including infrastructure, within any period of time;

(ii) Owner shall develop the Brea 265 Site, including infrastructure, in accordance with agreed upon time schedule identified in this Development Agreement, the Brea 265 Specific Plan, final EIR and/or within the conditions of approval.

(iii) Owner may determine which part of the Project shall be developed during each phase of the Project. By entering this Agreement, prior to the commencement of homes on a Phase, Owner shall not be obligated to abandon or remediate any oil facilities (except as required by laws), build any homes, make any improvements, including infrastructure, or otherwise develop the Brea 265 Site.

(iv) Notwithstanding the foregoing, Owner shall dedicate to City, make monetary contributions and construct public benefit improvements in accordance with the schedule attached hereto as Exhibit "J".

(d) Procedure. In consideration of Owner providing the Public Benefits, Owner has been legally vested with the rights set forth in this Agreement. Owner shall be issued all permits for phases of development after: (i) permit applications are reviewed and approved by City under the Land Regulations; (ii) Owner provides City with the appropriate financial assurances, to ensure that the identified private and public facilities will be provided; and (iii) all other conditions set forth in the Land Regulations are satisfied which are precedent to issuance of permits and which as of the Effective Date are regularly required by City of Owners within the City. In exercising its discretion to implement the Brea 265 Specific Plan and grant future Project Approvals necessary to implement the Brea 265 Specific Plan, City shall only take action which complies and is consistent with the Brea 265 Specific Plan and this Agreement. City and Owner will use their best efforts to ensure that all applications for future Project Approvals are sought and processed in a timely manner and in accordance with applicable law, including the Permit Streamlining Act, California Government Code Section 65920 et seq.

(e) Subsequent Enactments. This Agreement shall not preclude City, in subsequent actions applicable to the Brea 265 Site or the Project, from applying new rules, regulations and official policies which do not conflict with the Land Regulations.

(f) Regulations. Any action or proceeding of City which has any of the following effects shall be considered in conflict with this Agreement and/or the Land Regulations.

(i) Limits on Density and Intensity. Limiting or reducing the density or intensity of all or any part of the Project, inconsistent with the Specific Plan or this Agreement.

(ii) Limits on Phasing. Limiting, constraining, or restricting in any manner the rate, timing or phasing or accelerating the phasing of the Project, including infrastructure, which is not expressly provided for in the Project Phasing Plan.



(iii) Location of Improvements. Limiting the location of or increasing or decreasing the size of homesites, or requiring grading, or other improvements on the Brea 265 Site in a manner which is inconsistent with the Conceptual Grading Plan or in a manner which is discriminatory.

(iv) Discriminatory Application of Ordinances. Applying to the Project or the Brea 265 Site any Land Regulations, or interpreting or enforcing any Land Regulation in a stricter or more demanding fashion than was theretofore applied anywhere else within City or in a manner which is not uniformly applied on a City-wide basis to all development projects or project sites in City.

(v) Exactions. Imposing any Imposition, requirement, condition, exaction, or other restriction on the Project which is not expressly contained within this Agreement, the Brea 265 Specific Plan, or Land Regulations.

(vi) Reduction in Rights. The enactment or imposition of any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure that is in conflict with this Agreement.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and/or the Land Regulations.

(g) Impositions. Owner shall be subject to and be obligated to pay only those Impositions (i) that are prescribed in the Land Regulations that exist on the Agreement Date, or (ii) that result from any Superior Law enacted after the Agreement Date which preempts local regulations or mandate the adoption of local ordinances or regulations which apply locally and are in conflict with this Agreement, or which would place City in violation of the Superior Law, provided such Imposition is imposed on a City-wide non-discriminatory basis on all properties not specifically excluded from the Superior Law. Notwithstanding the foregoing, City may increase Impositions which are provided for in the Land Regulations based on any increase in the reasonable cost to City for performing the work for which the particular fee or charge is paid, which increased amount will compensate City for costs, as permitted pursuant to California Government Code Section 54990 or successor statute.

9. Effect of City Regulations on Development of Project. Except as expressly provided in this Agreement and the Conditions, Owner shall have the vested right to develop the Project pursuant to all substantive and procedural requirements and provisions contained in the Land Regulations in effect as of the Effective Date.

(a) Superior Law Requirements. The provisions of this paragraph shall not preclude the application to the development of the Brea 265 Site those changes in City Ordinances, regulations, plans or specifications which are specifically mandated and required by changes in state or federal laws or regulations provided in California Government Code Section 65869.5 or any successor provision or provisions. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended only to the extent necessary to comply with such state or federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations.

(b) Impositions. The cost of fees associated with the construction of the Project, including land use approvals, development fees, building permits, impact and mitigation

fees and dedications, etc., shall be no higher than those fees in effect at the Effective Date, and no additional fees or exactions shall be permitted. All development impact fees shall be payable concurrently with the issuance of a C of O for a market rate residential unit.

(c) Parks and Recreation. All fees and other requirements associated with parks and recreation are being satisfied with the 15.1 acres designated for the Sports Park and Staging Area Park, 5 miles for public trails within the Project and a minimum of 47 additional acres of open space within the Brea 265 Project. Owner shall be responsible for the construction and associated infrastructure of the Staging Area Park, the Public Trails, Sports Park and any Private-Recreation /Facilities. No other fees or exactions shall be charged for public parks and recreation for the Project. A homeowners' association shall be responsible for the maintenance of the, private parks and recreational facilities and City shall be responsible for the maintenance of Public Trails on perimeter streets and within the Sports Park, Staging Area Park. City and residents of City shall not be permitted to use all or any part of the Sports Park or Sports Park Amenities or Staging Area Park until City has accepted dedication and has released any bonds securing Owner's obligation to construct Sports Park Amenities and Staging Area Park, respectively.

(d) Non-Conflicting Ordinances. City may apply any and all new ordinances, rules, regulations, plans and specifications of general application to the development of the Brea 265 Site after the Effective Date provided such new ordinances, rules, regulations, plans and specifications do not conflict with the terms of this Development Agreement or otherwise increase the obligations or decrease the rights of the Owner vested as of the Effective Date. Any regulation whether adopted by initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Project shall be deemed to conflict with the Agreement and shall therefore not be applicable to the development of the Project.

(e) Reserved Authority. Nothing herein shall prevent the application of health and safety regulations (e.g., fire, building, seismic, plumbing and electric codes) that become applicable to the City as a whole after the Effective Date of this Agreement ("**Reserved Authority**"). To the extent that pandemic or similar public health issues, including the application of new health and/or safety regulations mandate a limitation or cessation of construction or delay in issuing permits or inspections, such delays shall serve to extend the Term of the Development Agreement.

(f) Rate of Development. The parties acknowledge that Owner cannot at this time predict when or the rate at which the Project would be developed and acknowledge that the actual rate of development will depend upon numerous factors which are not all within the control of such Owner, such as market orientation and demand, delays in the approval of plans, failure of applicable government authorities to issue requisite permits, interest rates, absorption, completion, availability of financing, government moratorium and orders due to pandemic, public health issues, including the application of new health and/or safety regulations and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the intent of Owner and City to hereby cure that defect by acknowledging and providing that Owner shall have the right to develop the Brea 265 Site in such order and at such rate and at such times during the Term of this Agreement as such Owner deems appropriate within the exercise of its sole business judgment. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. This Agreement shall immediately vest the right to develop the Brea 265 Site with the permitted uses of land and the density and intensity of uses set forth in the Project Approvals, subject only to the requirements of the Project Approvals and the Conditions of Approval,

(g) Procedure for Claim of Superior Law. In the event City or Owner discovers that the situation described in Section 9(a) above applies, or there is Superior Law that does not result in an Imposition, City or Owner, as applicable, shall provide the other party with written notice of the applicable Superior Law, a copy of the Superior Law, and a written statement of the conflict(s) with the provisions of this Agreement; if the notice is from City to Owner, City shall also state how City intends to apply the Superior Law to the Brea 265 Site.

(h) Parties to Confer. Promptly thereafter, but in any event no later than fifteen (15) calendar days (or such additional time to which Owner and City may agree) following request of either City or Owner, City or Owner shall meet and confer in good faith concerning (i) the Superior Law and City's application of the Superior Law to the Brea 265 Site, and, (ii) modification of this Agreement, if and as necessary, to comply with such Superior Law. In such discussions, City and Owner agree to preserve the intent and terms of this Agreement to the maximum feasible extent. This Agreement shall remain in full force and effect to the extent it is not inconsistent with any such Superior Law and to the extent such Superior Law and/or City adopted codes, ordinances, rules, or regulations promulgated to implement such Superior Law are not inconsistent with the intent or objectives of this Agreement and do not render the remaining provisions of this Agreement for the benefit of Owner impractical to enjoy and/or enforce. If, however, the Superior Law at issue is inconsistent with the intent or objectives of this Agreement, or renders the remaining provisions of this Agreement for the benefit of Owner impractical to enjoy and/or enforce, Owner shall have the option of either referring the matter for resolution pursuant to the provisions of Section 16 (h) below, or shall have the right to terminate this Agreement upon thirty (30) days' advanced written notice to City. In the event of such termination, any recorded conveyances, in the form of dedications, made by Owner to City pursuant to this Agreement shall be revoked and City shall deliver to Owner quitclaim deeds to such property, subject to no monetary liens or other encumbrances. City agrees to cooperate with Owner in resolving the conflict in a manner which minimizes any financial impact upon Owner and which preserves, to the maximum feasible extent possible, the intent and objectives of this Agreement. Without the imposition of additional Impositions (other than those required hereunder as a result of the Superior Law), City shall process Owner's proposed changes to the Project as may be necessary to comply with such Superior Law and to process proposed Project changes in accordance with City procedures and findings.

(i) Payment of Impositions. Owner shall be obligated to pay only those Impositions prescribed in the Land Regulations and as provided in this Section. Except as otherwise expressly allowed in Section 9(b) and the next sentence, Impositions shall not be increased, nor new Impositions imposed or required with respect to the development of the Project, including any which might otherwise result from amendments instituted by City to City's General Plan or to the Brea 265 Specific Plan. Furthermore, the Impositions now authorized by the Land Regulations shall not be modified or renegotiated by City as a result of any Owner's requested amendment to this Agreement, including to the Brea 265 Specific Plan, including but not limited to any change occurring by reason of a change in any tentative or final map, or as a result of the filing of any new subdivision or processing of any lot line adjustment.

(j) No New Impositions. City shall not impose or require any additional or new dedications or improvements, whether through the exercise of the police power, the taxing power, or any other means unless dictated by substantial or material changes to the Project.

(k) Police Power. In the exercise of its police power, City shall recognize and consider the circumstances existing at the time this Agreement was authorized. In addition, such exercise of the police power by City shall be consistent with the purpose and intent of the

Development Agreement Statute and the objectives and intent of this Agreement. Nothing in this Agreement shall be construed to be in derogation of City's police power to protect the public health and safety, or mitigate loss of, or damage to, life, health, property, or essential public services involving the Brea 265 Site or the immediate community. Subject to the foregoing circumstances, no moratorium affecting subdivision maps, building permits, utility hook-ups or other land use entitlements, or the acts, timing or sequencing thereof shall apply to any part of the Brea 265 Site. City and Owner acknowledge that City may be restricted in its authority to limit its police power by contract pursuant to California Government Code Section 65864 and that the foregoing limitations, reservations, and exceptions are intended to reserve to City all of its police power which cannot be so limited. Subject to the foregoing, moratoria enacted by City to protect the public health and safety, and which are imposed on the Brea 265 Site, shall toll the time periods for performance by Owner set forth in this Agreement, shall serve to extend the Term of this Agreement for the period equal to the period of the moratorium and City shall concurrently release any security held by City to ensure Owner's performance hereunder, which security shall be replaced by Owner within ninety (90) days following the lifting of any such moratorium and as a condition precedent to Owner's continuation of the benefits afforded Owner hereunder.

(l) In the event that Owner is prevented or delayed from implementing any mitigation improvement which is required to be performed by Owner under the EIR by the jurisdiction, including City, in which the mitigation is to take place, Owner's lack of performance or delay in performance with regard to such mitigation measure shall not constitute a default by Owner hereunder or serve as a basis for City not to perform or to delay performance of any of City's obligations hereunder or form a basis for City not to timely issue permits so long as Owner's failure to perform is beyond Owner's reasonable control.

10. Annexation.

(a) Owner Institutes. Prior to the Effective Date: (i) as set forth in the LAFCO Certificate of Completion, upon compliance with the provisions of Section 6 a) through and including e) thereof, Owner with the cooperation of the County of Orange, has arranged for the detachment from the County of Orange of the Aera Orange County Property; and (ii) Owner has instituted, and Owner and City shall cooperate to diligently pursue to completion, all necessary proceedings for the annexation to City of the Aera Orange County Property described in Exhibit "B", as an uninhabited annexation under the Municipal Organization Act of 1977 (California Government Code Elections 35000 et seq.), or under the District Reorganization Act of 1965 (California Government Code sections 56000 et seq.)

(b) Timing. Annexation of the Aera Orange County shall be completed no later than September 29, 2022, unless otherwise extended. Owner agrees to pay for all filing costs and administrative fees relating to the annexation.

(c) Owner Cooperation. Owner shall give all necessary approvals, written consents, and any other requested assistance to accomplish such annexation, and specifically agrees not to protest such annexation, either before the Orange County Local Agency Formation Commission (LAFCO) or the City Council of City so long as the annexation is consistent with the terms and conditions of this Agreement and no conditions or burdens are placed on all or any part of the Aera Orange County Property which are not applicable to all other property which is now within the jurisdiction of City, except as may be provided in this Agreement or otherwise agreed to by Owner and City.

(d) Mutual Cooperation. Each party hereto also will support and cooperate with the other in any manner reasonably required to facilitate completion of annexation of the Aera Orange County.

(e) Pre-zoning. City certifies that as of the Effective Date, the Brea 265 Specific Plan fully meets the requirements of the City of Brea zoning requirements then in effect. City further certifies that the Brea 265 Specific Plan serves as a binding pre-annexation zoning agreement consistent with the provisions of Government Code Sections 65859 and 65865.

(f) Oil Well Production Taxes and Related Fees and Charges.

(i) A material inducement to Owner to agree to annex to City the Aera Orange County Property is the agreement of City hereby made that following annexation, until Owner elects to engage in abandonment and remediation of Oil Facilities, Owner shall be entitled to continue the full operation and enjoyment of the Oil Facilities, as allowed in the County, for the term of the Agreement. In accordance with the foregoing, and in consideration of the City's receipt of the Public Benefits, City hereby agrees that following annexation of the Aera Orange County Property to the City, until Owner elects to engage in abandonment and remediation of Oil Facilities on the Aera Orange County Property, Owner shall be entitled to continue the full beneficial use and operation of all Oil Facilities to the same extent permitted in the County, and City waives and agrees not to impose any existing or future oil well production taxes on the Oil Facilities located on the Aera Orange County Property, or any other fees, licenses or inspection fees including any abandonment and/or remediation permit fees, or transmission pipeline franchise fees or taxes which current or future City ordinances, rules or regulations would otherwise permit or require to be imposed or assessed against Owner, the Aera Orange County Property or the Oil Facilities for the Term of this Agreement, with the result that upon annexation and thereafter: (i) with regard to the Aera Orange County Property, Owner will not suffer or pay any amount to City which is additive to or of a different character or is in excess of the amount which, on the Effective Date, Owner would be obligated to pay to the County in connection with the existence, operation or ownership of the Oil Facilities on all or any part of the Aera Orange County Property; and (ii) with regard to the Aera Orange County Property, only the Land Regulations shall govern. Notwithstanding the foregoing, in accordance with the Project Phasing Plan, Owner shall abandon and remediate, as necessary, portions of the Aera Orange County Property in accordance with all applicable law with regard to proposed land uses.

(i) Notwithstanding any other part of this Agreement, if upon expiration or termination of this Agreement, Owner has failed to fully develop the Project, this Agreement shall not be construed to limit or prohibit City's ability or right to impose on the Oil Facilities located on the Aera Orange County Property, any oil well production taxes or any other fees, licenses, or inspection fees, including any abandonment and/or remediation permit fees, or transmission pipeline franchise fees or taxes, whether such taxes, licenses, or fees have been adopted as of the Effective Date or later.

(g) Timing.

(i) Recordation of Agreement. This Agreement shall be recorded pursuant to the requirements of Government Code Section 65868.5. Pursuant to Government Code Section 65865(b), this Agreement shall be null and void unless all of the Aera Orange County Property is annexed to City within the time periods prescribed in Section 6 (a) above, plus upon City and Owner's mutual agreement, an amount of time equal to the time during which annexation is delayed (or if it becomes effective, is later voided) (due to any litigation or

referendum related to annexation, the Project, this Agreement, or Project Approvals, including litigation or a referendum pending on the Effective Date). Notwithstanding the occurrence of any such circumstances, the Land Regulations in effect on the Effective Date shall be the only statutes, ordinances, rules and regulations which govern the development of the Brea 265 Site, except as otherwise expressly provided herein.

(iv) Annexation Timing. The Aera Orange County Property shall be annexed to City on or before September 29, 2022, unless otherwise extended.

(v) California Environmental Quality Act. On or before the Effective Date, City has certified that the final EIR for the Brea 265 Specific Plan meets the requirements for exemption from CEQA as set forth in Government Code Section 65457 in effect on the Effective Date. On or before the Effective Date, City has certified that the final EIR is a program EIR for purposes of CEQA Guidelines Section 15168 and as such is meant to invoke those provisions, the provisions of Public Resources Code Section 21068.5 relating to "tiering" of further CEQA review and Public Resources Code Section 21080.7 and Government Code Section 65457 regarding future CEQA review of residential components of the Project and that City will take such reasonable actions as are required to assist in assuring that the Project will be able to qualify under the provisions of these statutes or such other comparable statutes as may be applicable to implementation of the Project

11. Benefits to City. In accordance with the Project Phasing Plan and Schedule of Monetary Contributions and Public Benefit Improvements to Be Constructed By Owner attached hereto as Exhibit "J", subject to Force Majeure, Owner shall construct, incorporate or contribute, as applicable, into the Brea 265 Site, the Public Benefits described in this Section 11:

(a) Affordable Housing. As provided in Section 8 (a), Owner shall provide for multi-family or senior affordable housing units for low and very low- income. To the maximum extent permitted by law, Owner shall implement a point system to afford preference for such units based on Brea residency and Brea employment substantially consistent with City's then-current Affordable Housing Guidelines for Brea City Code Chapter 20.40. Owner agrees that it shall cause the affordable units to be income restricted per California Health and Safety Code, and rented at an affordable rent as defined and published by the California Tax Credit Allocation Committee ("CTCAC") of any successor thereto. For the purposes of determining the maximum affordable rents, the following restrictions shall apply: (i) Lower Income units shall be restricted to a maximum affordable rent up to 80% AMI for Orange County as determined and published annually by CTCAC for a family of a size appropriate to the unit; (ii) Very Low Income units shall be restricted to a maximum affordable rent up to 50% AMI for Orange County as determined and published annually by CTCAC for a family of a size appropriate to the unit; (iii) workforce units (Above Moderate) shall be restricted 150% AMI for Orange County as determined and published annually by CTCAC for a family of size appropriate to the unit. The breakdown of units shall be as follows: 23 units provided at the Very Low Income or lower, 53 units provided at Low Income or lower, 34 units provided as Above Moderate Income or lower.

(b) Location of Affordable Housing. Owner is obligated to construct or cause to be constructed the Affordable Housing. The foregoing may be accomplished by Owner's conveyance of title to the Affordable Housing Owner the Affordable Housing Parcel which Parcel shall be at the approximate location identified on Exhibit "F" attached hereto. City and Owner acknowledge and agree that the actual value of the affordable parcel in Planning Area 7 is off-set by the use of Density Bonus and Concessions. The continued affordability of each Low and Very Low Income Unit required shall be secured by a covenant in favor of City ("**Affordable Covenant**")

running with the land recorded against each lot, parcel, or airspace lot in which such unit is located, ensuring its continued affordability for 55 years (or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program) from the issuance of the temporary or final certificate of occupancy, which Affordable Covenant shall be reviewed and reasonably approved by City.

(c) Design Features. Open space and parks will be distributed throughout the Brea 265 Site to create adjacencies to the residential components, recreational opportunities that are organized and connected by trails, and become an extension of Regional Trail systems and links through and around the Brea 265 Site. The Brea 265 Site has been designed to incorporate fuel modification zones, setbacks, emergency access, special construction techniques and other fire mitigation design features to minimize fire hazards. The Brea 265 Site will provide enhanced connectivity and access to the adjacent recreational and open space areas at Carbon Canyon regional Park and Chino Hills State Park. The Brea 265 Site will include an important trail staging area which will include parking, interpretive signage and restroom facilities for the public to access the regional park and State park lands. All these facilities will be closely coordinated with the adjacent parklands in terms of hours and other limitations as set forth in the grant deed from Owner to City in the form attached hereto as Exhibit "K".

(d) New Public Parks, Open Space and Trails. Of the 15.1 acres to be dedicated for parks, recreational facilities and trails: (i) 13 acres described on Exhibit "F" will be dedicated for the expansion of the Sports Park; and (ii) 2.1 acres will be dedicated and built as a Staging Area Park with public parking, restrooms, interpretive signage and seating areas that provide direct access to the Brea Tracks trail system and to the adjacent Carbon Canyon Regional Park and the Chino Hills State Park trail system. Approximately 5 miles of trails will be dedicated and built in accordance with the specifics attached hereto as Exhibit "L" for public trails that weave throughout the Project that link adjacent trail connections to the regional trail network including to existing Brea trail systems, the County Park, Chino Hills State Park and local schools, retail, jobs and parks. Owner will endeavor to acquire an additional approximate 1.05 acres at the northeast intersection of Rose and Valencia which will be graded and landscaped along with open space improvements. In addition, an existing pedestrian undercrossing tunnel will be improved by Owner under Lambert Road thereby allowing residents to avoid at-grade crossings at Lambert Rd. The approximate locations of the Sports Park, Staging Area Park and Public Multipurpose Trails, Points of Entry, Ridgeline Trail, Joint Use Water Quality Feature, and Landscape Open Space/Fuel Mod Zone are identified on the attached Exhibit "M" and Exhibit "L". The Brea 265 Project is providing park and recreational benefits substantially in excess of City and State requirements. Many of the new recreational facilities, including spectator seating, lighting, scoreboards, water fountains, fencing, baseball, dugouts, bullpens, benches, soccer and football fields with synthetic turf, tennis courts, pickleball courts, basketball court, tartan track with fitness stations dual tread multi-purpose trail, tot lot, storage shed, shade structure, parking, concession stand, restrooms, water quality basin, team warm-up field and link to the Existing City Sports Park, and Olinda Elementary School will provide complimentary and unique recreational options for Brea residents beyond what is available in existing Brea parks. All public park facilities and specifications shall be constructed in substantial conformance with Exhibit "I" attached hereto and be consistent in quality, fit and finish to the existing park facilities at the Brea Sports Park. Approximately 47 acres of land will be held in permanent open space, including slopes, water quality basins and fuel modification zones. With the addition of the parks and trails and open space, a total of approximately 62.1 acres (or 23.7%) of the Project will be devoted to parks and open space.

(e) Additional Permanent Open Space. Owner will protect approximately 52 acres of additional land, including 8 sites that it Owns within and adjacent to the Chino Hills State Park in order to fill in the gaps between habitat protected lands, and improve connectivity of wildlife

corridors by strengthening and protecting critical habitat through an offer of dedication to the State Park or a suitable open space management entity.

(f) Sports Park Program. Owner will deed to City the graded and remediated Sports Park Land upon which Owner will construct the Sports Park Amenities, at the approximate juxtapositions set forth on Exhibit "I", which Sports Park Land is adjacent to the Brea Sports Park.

(g) Activated Snorkel Station Heli-Hydrant. Owner will deed to City the Activated Snorkel Station Heli-Hydrant Land of approximately 1,000 square feet on Olinda Drive at the time prescribed in the Project Phasing Plan. The deed conveying such land will include a right of reversion, at Owner's option, on the earlier to occur of : (i) material construction of the Activated Snorkel Station Heli-Hydrant has not commenced: (a) within 12 months following Owner's delivery to City of the contribution described in (m) (i) below; or (b) at such time that the 800<sup>th</sup> residential unit building permit has been issued; or (ii) City abandons the Activated Snorkel Station Heli-Hydrant Land for its intended purpose for 2 consecutive years (meaning the site is not maintained in good working order or other fire suppression practices render the facility obsolete). In consultation with Owner, City will design and construct the Activated Snorkel Station Heli-Hydrant in a manner that minimizes impact on the quiet enjoyment of future residential communities on adjacent lands owned by Owner. In the event of Owner's exercise of the aforementioned reversion, City will deed to Owner, free and clear of any encumbrances that were not of record on the date of recordation of Owner's deed to City of the Activated Snorkel Station Heli-Hydrant Land, in which event such land may be used for any of the purposes, , set forth in the Brea 265 Specific Plan, provided, however, in no event shall Owner be permitted to construct more than 1,100 residential units on the Brea 265 Site.

(h) Community Facility. Owner will deed to City the one acre graded Community Facility Land. The deed conveying such land will contain restrictive covenants that prevent City from selling, leasing or licensing the property to any non-governmental entity and shall include a right of reversion, in the event that: material construction of the Community Facility has not commenced before expiration of the Term of this Agreement, subject to extension of such period for Force Majeure provided that notice is delivered to Owner within thirty (30) days following the onset of the Force Majeure. Following Owner's conveyance to City of the Community Facility Land, until reversion to Owner, if at all, City, at City's sole expense, shall maintain such property free of debris, in accordance with the Municipal Code.

(i) Trail Upgrades. Owner to install Trail signage, offsite trail connections and trail transitions in accordance with Exhibit "N".

(j) Acquisition of Chevron Parcel. As of the Effective Date, Owner has acquired the Chevron triangle parcel at a cost of \$125,000, which will provide for better intersection performance, landscaping enhancement and pedestrian and trail connections.

(k) Police Services. Install Security and Fiber Optic Enhancements to accommodate cameras at 6 Project entry intersection locations.

(l) Police Staffing. Owner will cause to be recorded against one or more of the Phases covenants, conditions and restrictions that will generate not less than Sixty Dollars (\$60) per annum from each residential unit in the Project for the purpose of providing additional revenue to City, which revenue shall be placed by City in a restricted account, which account shall be used only for the purpose of funding the equivalent of 2 full time City police officers. This item of the covenant, conditions and restrictions would expire 100 years following the issuance of the first building permit, or January 1, 2125, whichever date is later.



(m) Monetary Contributions. Owner shall be obligated to make only the following monetary contributions to City, for the following amounts and purposes, at the times set forth on the Project Phasing Plan:

(i) Fire Safety – First \$100,000 contribution to be used only for City's construction of the Activated Snorkel Station Heli-Hydrant on Olinda Drive.

(ii) Fire Safety – First \$333,333 contribution to be used only for essential fire and public safety priorities, which payment, along with the payment in subsections (vii and x) below, shall be in lieu of any, fire impact fees that are to be paid upon securing any building permit for development on the Brea 265 Site.

(iii) Public Works – First \$105,320 contribution to be used only for the Adaptive Control System to be installed by City for traffic congestion relief.

(iv) Public Works – First \$55,000 contribution to be used only for two Interchangeable Message Boards to be installed by City.

(v) Police Services – First \$125,000 contribution to be used only for Police Department training and equipment.

(vi) Fire Safety – Second and final \$165,000 contribution to be used by City only for the improvement of a second Activated Snorkel Station Heli-Hydrant.

(vii) Fire Safety – Second \$333,333 contribution to be used only for essential fire and public safety priorities, which payment, along with the payments in subsection (ii) above and (x) below, shall be in lieu of any fire impact fees that are to be paid upon securing any building permit for development on the Brea 265 Site.

(viii) Public Works – Second \$105,320 contribution to be used only for Adaptive Control System to be installed by City.

(ix) Police Services – Second \$125,000 contribution to be used only for Police Department training and equipment.

(x) Fire Safety – Third and final \$333,333 contribution to be used only for essential fire and public safety priorities which payment along with the payments in subsections (ii) and (vii) above shall be in lieu of any fire impact fees that are to be paid upon securing any building permit for development on the Brea 265 Site.

(xi) Public Works – Third and final \$105,320 contribution to be used only for Adaptive Control System to be installed by City.

(xii) Public Works – Second and final \$55,000 contribution to be used only for two Interchangeable Message Boards to be installed by City.

(xiii) Police Services – Third and final \$125,000 contribution to be used only for Police Department training and equipment.

(xiv) Existing Sports Park Field Improvements – \$1,500,000 contribution for City's conversion of any Existing Park facilities throughout the City, including installation of synthetic turf and/or other improvements.

(n) Sports Park Phasing. The design, construction and maintenance of the Sports Park shall be conducted in accordance with the following.

(i) City's obligation to accept the offer of dedication of the Sports Park Land shall be contingent on Owner, at Owner's expense: (a) abandoning and remediating Oil Facilities and securing from CalGem a no further action letter for use of the Sports Park Land for recreational purposes; (b) grading the Sports Park Land in conformance with the conceptual grading plan for the Brea 265 Site; (c) constructing the Sports Park Amenities in conformity with the design criteria set forth in Section 4.3.3 of the Brea 265 Specific Plan and City Equipment Specifications approved by City on February 23, 2022, or its functional equivalent, (d) reservation of easements for and installation of requisite public utility infrastructure, including sewer, water, electrical and storm drain lines and constructing an underground water quality basin under the parking lot area; and (e) placing deed restrictions in the grant deed a copy of which is attached hereto as Exhibit "K", limiting the hours that the Sports Park will be open to the public for use, including special events, permissible noise levels and parking lot gate controls during special events, direction of outdoor lighting, limiting the use of the Sports Park Land for open space recreational purposes and reserving to Owner all mineral rights and the right, but not obligation to enter upon the Sport Park Land to conduct any additional remediation that may, in Owner's reasonable discretion, be necessary.

(ii) At the time provided in the Project Phasing Plan, Owner, in consultation with City shall commence the development of plans and specifications, for the Sports Park Amenities provided that City timely approves designs submitted by Owner to City prior to the issuance of the 100th residential building permit. City shall have the right to review and approve the Owner's design of the Sports Park, which approval shall not be unreasonably withheld provided that the design minimizes interference with the quiet enjoyment of the adjacent residential neighborhoods. In the event that Owner submits to City designs that are in substantial conformance with Exhibit "I" for the Sports Park prior to the issuance of the 100th residential building permit City shall not delay issuance of residential building permits.

(iii) Upon acceptance of the dedication of the Sports Park Land, City shall maintain the Sports Park, including all of its landscaping, turf, facilities and equipment to at least the level and quality that the other privately owned parks and recreational facilities within the Brea 265 Site are maintained from time to time.

(o) Accelerated Closure and Remediation of Oil Production On-Site. The Brea 265 Project will, in accordance with the Project Phasing Plan, undertake the closure of Oil Facilities and the property will be remediated in accordance with all local and State requirements. Unlike other neighboring communities which have on-going oil production facilities within residential neighborhoods, Brea 265 Site will not have any on-going oil production operations within its residential neighborhoods following the completion of the Phases 2 and 3 build-out of homes.

(p) Annexation of Property into the City of Brea. In accordance with the LAFCO Certificate of Completion, the unincorporated portions of the Owner owned property that will be annexed into the City of Brea will serve to increase the real property tax base and transfer taxes for the benefit of City, and along with the annexation of additional property within the County park

and adjacent private property will serve to eliminate a large County island in City's incorporated boundary.

(q) Art in Public Places Program. In accordance with the provisions and timing set forth in the Project Phasing Plan for the phased installation of the art described on Exhibit "M" attached hereto, at the approved candidate sites described on such Exhibit, the Brea 265 Site will include a significant art in public places program that allows for creative opportunities to incorporate art within a variety of locations that celebrate City's oil history, Native American culture, agricultural connection, trails, and open space setting. Art will include traditional sculpture but will also include murals, mosaics, "habitable art" and features that will provide a unique and important art walk environment throughout the community.

12. Obligations of City. In consideration of the benefits to City arising from the development of the Brea 265 Site and the entering into of this Agreement, City acknowledges and agrees as follows.

(a) Public Improvements to be maintained by City. Upon acceptance by City, City shall at its sole cost and expense maintain, repair and replace the following Improvements that are not located within gated residential communities, so as to keep such improvements in good and safe condition:

- (i) Except for those areas behind private vehicular gates, Public Arterial Streets to the face of Concrete curb and gutter
- (ii) Concrete sidewalk constructed per City standards (non-decorative)
- (iii) Street lights, pull boxes and conduits
- (iv) Fire hydrants
- (v) Public Water (including for water systems in private streets behind vehicular gates)
- (vi) Sewer system
- (vii) Drainage system
- (viii) Public Trails along perimeter streets, and on City parcels including the Sports Park and Trail Head
- (ix) Sports Park
- (x) Staging Area Park
- (xi) Message Boards

(b) Improvements within the Site to be maintained by Owner, and/or maintenance districts and/or homeowners associations.

- (i) Slope landscaping and irrigation
- (ii) Streetscapes

- (iii) Driveway approach (from curb to Owner property line)
- (iv) Public and private Trails within the Specific Plan Areas
- (v) Private Recreation Facilities
- (vi) Perimeter walls
- (vii) Community and neighborhood entries and monumentation
- (viii) Electricity (including interior street lights)
- (ix) Water quality basins, other than the Sports Park

(c) Release of Bonds. Unless Bond proceeds are available to finance the costs of public improvements, Owner shall provide to City surety or performance bonds, letters of credit, set aside letters, deeds of trust, or other security, in each instance in a form and with terms reasonably acceptable to City, or, in City's sole discretion, Owner's personal guaranty, in a form and with terms reasonably acceptable to City, in amounts sufficient to guarantee completion of the public improvements required as conditions of approvals in respective tract maps. With respect to any bonds or similar security (including letters of credit or cash) posted by Owner in connection with the development of the Brea 265 Site in favor of City, within sixty (60) days after substantial completion, exclusive of punch list items, of the material requirements related to the purpose for which such bonds or other security was to serve as security with respect to a particular Planning Area and the Owner's request (or such earlier time as required by law), City shall cause the release the portion of such bonds which is attributable to such Planning Area. Notwithstanding the foregoing, in no event shall City or residents of City be entitled to use all or any part of the Sports Park Amenities or Staging Area Park amenities until City accepts conveyance of the Sports Park Land and releases all Bonds to secure Owner's obligations with respect to the Sports Park.

(d) Available Mitigation Funds. To the extent that funds are made available to City and/or could be made available to City upon City's initiative, for the purpose of constructing or performing any mitigation measures required of Owner under the EIR, at Owner's request and provided that City is at no expense or administrative burden, City shall apply for and diligently attempt to secure such funds.

(e) Acquisition of Private Property. City shall not impose any conditions of approval on the Project which require the acquisition of private property such as Rose Drive trail property, off-site right of way or other off-site land in order to fulfill the condition in such circumstances where City either does not or cannot exercise its powers of eminent domain. Nothing herein is a prejudgment of any of the matters concerning acquisition of real property, whether by condemnation or otherwise. In the event that private property that is not owned by Owner is required to satisfy a condition in the EIR and City elects to not exercise the power of eminent domain to acquire that property, Owner shall not be obligated to satisfy such EIR condition.

(f) Legal Challenges. If any legal or equitable action or other proceeding is brought by any party, governmental entity or official challenging the validity of any provision of this Agreement, the parties shall cooperate in defending such action or proceeding, at Owner's expense. In the event City and Owner are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel, at each party's

expense. In the event of any litigation challenging the effectiveness of this Agreement, or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending.

(g) Compliance Letters. Not more than once in any calendar year, Owner may request that City's Community Development Director provide to Owner a written statement confirming that Owner is in compliance with the terms and conditions of this Agreement, which statement shall be issued, if at all, within fifteen (15) days following Owner's request. In the event that such statement is not delivered within such period of time, then City shall deliver to Owner within such period of time a detailed written statement of findings as to how, when and where Owner breached its obligations hereunder and City's suggested remedial actions. Failure of City to timely provide to Owner such written statement of findings shall be deemed City's automatic and conclusive determination that Owner is in full compliance with Owner's obligations hereunder, and City's failure to issue such findings or certificate of compliance shall not be deemed a material breach of City hereunder.

(h) Satisfaction of City's Recreational Requirements. City acknowledges and agrees that the Public Parks, Open Space and Trails described in Section 11 along with the dedication of the Sports Park Land and construction of the Sports Park Amenities fully satisfies the Project's obligations for recreational and open space amenities for the Brea 265 Specific Plan and is deemed consistent with the Project approvals including CEQA.

(i) Access. In order to facilitate the efficient and timely construction of the Sports Park, City will provide to Owner and its contractors a license agreement to bring workers and equipment onto City Owned Land on the southern border of the Sports Park Land.

(j) Public Financing. Upon Owner's request and in compliance with applicable law, City shall fully cooperate with Owner in implementing the Public Financing Plan, including the formation of one or more assessment Districts and improvement districts as set forth in the Public Financing Plan for the purpose of generating Public Financing to enable Owner to pay the costs associated with the planning, design, and construction of the public facilities and infrastructure, including for potential operations and habitat maintenance areas, as more fully set forth in the Public Financing Plan.

### 13. Indemnification.

(a) To the maximum extent permitted by law, Owner must defend, indemnify, and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of Owner's activities in connection with the development and/or construction of the Project, and which may arise from the direct or indirect operations of Owner or those of Owner's contractors, agents, tenants, employees, or any other persons acting on Owner's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project. Owner shall also defend, indemnify, and hold the Indemnitees harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Owner's failure, or any of its contractor's failure, to comply with Labor Code Section 1720 et seq., if applicable, in connection with construction of the Project and associated public and private improvements.

(b) In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Ordinance, or any other supporting document relating to the Project, Owner must indemnify, defend, and hold harmless the Indemnitees, and each of them, with respect to all liability, costs, and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. The City shall have the right to select counsel of its choice. The parties hereby agree to cooperate in defending such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, Owner may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

(c) With respect to any legal action or claim falling within Developer's indemnity obligations, Developer shall provide, and maintain for the duration of such action or claim, a cash deposit to City in an amount or amounts determined by the City Attorney to be reasonably necessary to cover City's legal fees, costs, and expenses. Developer shall not be entitled to a refund of funds expended from the deposit regardless of the outcome of the action or claim. City shall refund to Developer any unexpended funds from the deposit within 30 days of any final disposition or full and complete settlement of the action or claim.

(d) This Section 13 shall survive the expiration or earlier termination of this Agreement.

#### 14. Amendment of Development Agreement.

(a) Procedure. Except as set forth in this Section 14 below, the procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure for entering into this Agreement in the first instance and as required by law.

(b) Consent. Except as expressly provided in this Agreement, any amendment to this Agreement shall require the written consent of City and the originally named Owner. No amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of such parties.

(c) Operating Memoranda. The parties acknowledge that refinements and further development of the Project may demonstrate that changes are appropriate with respect to the details and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to the details of the Project Development and with respect to those items covered in the general terms under this Agreement. If and when the parties mutually find that changes, interpretations, adjustments, or clarifications including modifications to the Brea 265 Specific Plan, and EIR mitigation measures, and to any agreements or other documents referred to herein are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement as specified in the Project Approvals through operating memoranda mutually approved by the parties, which, after execution, shall be attached hereto as addenda and become a part hereof, with further approval by Director of Community Development on behalf of City and by authorized officer of Owner. By way of example, any amendment to this Agreement which does not relate to (i) the Term of this Agreement; (ii) permitted uses of the Brea 265 Site; (iii) provisions for reservation or dedication of land; (iv)

conditions, terms, restrictions, or requirements for subsequent discretionary actions; (v) the density or intensity of use of the Brea 265 Site; (vi) the maximum height or size of proposed buildings; (vii) monetary contributions by Owner; or (viii) non-substantial deviations from the Brea 265 Specific Plan and tentative maps including with respect to the location and size of streets, buildings, trails and other physical facilities, shall not, except to the extent otherwise required by law, require notice or public hearing before City and Director of Community Development and Owner may execute an amendment hereto and shall be considered minor amendments to this Agreement and/or the Brea 265 Specific Plan. Any such changes, adjustments, or clarifications shall in no way violate the intent of any of the standards or conditions of the Development Agreement. Where the Director of Community Development determines that an alteration of such intent would occur as the result of any proposed change, adjustment or clarification, a formal modification, through the public hearing process, of this Agreement shall be required. Unless otherwise required by law or by the Project Approvals, no such changes, adjustments, or clarifications shall require prior notice or public hearing by the Planning Commission or City Council.

(d) Where a portion of Owner's rights or obligations have been transferred to a Transferee and an assumption agreement has been executed in connection therewith, the signature of the Transferee shall not be required to amend this Agreement unless, in Owner's opinion, such amendment would materially alter the rights or obligations of such Transferee hereunder.

15. Enforcement. In the event of a default under the provisions of this Agreement by a party, including the non-conformance of any condition of development or operational factor, a non-defaulting party may give written notice to the defaulting party by registered or certified mail at the address stated in this Agreement, and, subject to the provisions of Section 16 below, if such violation is not corrected to the reasonable satisfaction of the non-defaulting party within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by the defaulting party), then the non-defaulting party may, without further notice, declare a default under this Agreement and, upon any such declaration of default, the non-defaulting party may bring any action necessary to specifically enforce the obligations of such defaulting party growing out of the operation of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by such defaulting party of any provision of this Agreement, or apply for such other relief as may be appropriate.

16. Event of Default. A party is in default under this Agreement upon the happening of one or more of the following events or conditions:

(a) Breach of Warranty. If a material warranty, representation or statement made or furnished by such party contained in this Agreement is false or proved to have been false in any material respect when it was made;

(b) Annual Review Findings. With respect to an Owner, if a finding and determination is made by City following an annual review pursuant to Section 12 (m) hereinabove, upon the basis of substantial evidence, that such Owner has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as described in Section 15 hereinabove; or

(c) Breach by Either Party. A breach by a party of any of the provisions or terms of this Agreement after notice and opportunity to cure as provided in Section 15 hereinabove.

(d) Allegation of Owner Default. If City alleges a material default by Owner and alleges that Owner has not cured the default within the applicable cure period, the following shall occur:

(i) City shall deliver to Owner not less than fifteen (15) business days advance written notice of the day and time of a hearing before the City Council, the purpose of which hearing shall be to determine whether this Agreement shall be terminated;

(ii) Owner shall have the opportunity to appear with counsel before the City Council to present its case on the merits of the alleged breach.

(e) Allegation of City Default. If Owner alleges a material default by City and alleges that City has not cured such material default within the applicable cure period, Owner may:

(i) Terminate this Agreement on not less than fifteen (15) business days' written notice to City; or

(ii) Petition the City Council for a hearing. Due to the size, nature, and scope of the Project, it will not be practical or possible to restore the Brea 265 Site to its pre-existing condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Brea 265 Site and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of entitlements for the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement. It is not possible to determine the sum of money which would adequately compensate Owner for such efforts. For the above reasons, City and Owner agree that damages would not be an adequate remedy if City fails to carry out its obligations under this Agreement. In addition to all other remedies at law, after exhausting any administrative remedy before the City Council for redress which appeal is not, in Owner's judgment, adequately responded to, Owner shall be entitled, to seek writs of mandate or prohibition, including peremptory writs and injunctive relief, including mandatory injunctions, all without the requirement of having to make factual showing that monetary damages are an adequate remedy. During the time when Owner alleges the existence of a City default and without limiting any of its other remedies, Owner shall not be obligated to make any payments, proceed with or complete the Project or any phase of the Project, nor to reserve, dedicate or convey any property pursuant to this Agreement. Upon a City default, any resulting delays in Owner's performance shall neither be an Owner default nor constitute grounds for termination or cancellation of this Agreement by City. Any delays resulting from a City default, at Owner's option, shall extend the Term of this Agreement for a period equal to the length of the delay.

(f) Rapid Dispute Resolution. In the event City and Owner cannot resolve any conflict which arises hereunder within forty-five (45) days following written demand of either party, or such longer period as the parties may agree, then either Owner or City shall have the right to submit the matter to a reference judge for a binding, non-appealable decision, in the manner and subject to the procedures set forth below.



(g) Procedures. In the event of any dispute between Owner and City arising under this Agreement, such dispute shall be heard by a reference proceeding from the Orange County Superior Court pursuant to California Code of Civil Procedure Section 638 et seq. Owner and City agree that a single referee will try all issues, whether of fact or law, and report a finding and judgment thereon, and issue all legal and equitable relief appropriate under the circumstances of the controversy before him/her. The referee may be asked to issue orders for the settlement, cure, correction or remedy of any default, controversy or deadlock, or to enforce any covenant or agreement herein, to enter a judgment for damages, to issue mandatory or prohibitory injunctions, to issue a writ of mandamus, issue a declaration in any declaratory relief action, or to grant any other remedies consistent with the purposes of this Agreement. From the date of the filing of a complaint or petition with respect to this Agreement until the date upon which the one referee chosen by Owner and City agree to serve and in fact begins serving, the Orange County Superior Court Judge sitting as the writs and receivers judge shall be the referee for the purposes of issuing all orders in any proceedings hereunder. Any referee selected pursuant to this Section shall be considered a temporary judge appointed pursuant to Article 6, Section 21 of the California Constitution. Immediately upon the service of a complaint, counsel for Owner and City shall be obligated to cooperate in good faith to select and formally retain the services of a referee, in writing, through the services of the Judicial Arbitration and Mediation Service. If Owner and City are unable to agree on the identity of a referee within ten (10) days of the service of such a complaint, either party may seek to have one appointed pursuant to California Code of Civil Procedure Section 640. The cost of such reference proceeding shall initially be borne equally by the parties, but the prevailing party shall ultimately be awarded a judgment for its share of such costs.

(h) Standard of Review; Conflict with Superior Law. With regard to a resolution of a conflict regarding any Superior Law referred to in Section 9 (a) above, Owner is concerned that normally the judiciary extends to local agencies significant deference in the adoption of land use regulations which might permit City, in, violation of the Reserved Authority and the provisions of Section 9 above, to attempt to apply to the Brea 265 Site any rules, regulations or ordinances which are inconsistent with the Land Regulations and this Agreement pursuant to the exercise of the Reserved Authority and the provisions of Section 9. Based on the foregoing, in the event Owner judicially (including by way of a reference proceeding) challenges the application of a future land use rule, regulation or ordinance as being in violation of this Agreement or as not being adopted pursuant to the Reserved Authority, the court (including by way of reference) shall render an independent judgment, based solely on the record and the provisions of this Agreement, that Owner shall bear the burden of proof in establishing that such rule, regulation or policy is inconsistent with the Land Regulations and/or the Brea 265 Specific Plan, and City shall thereafter bear the burden of proof in establishing that such regulation was adopted pursuant to and in accordance with the Reserved Authority or Sections 9 (a), (e), (f) or (h) and was not applied by City in violation of this Agreement.

(i) Standard of Review; Alleged Owner Default. The findings of the City Council as to the existence of an Owner default shall have no weight in any legal proceeding, including by judicial reference referred to in Section 16(g) and (h) above, brought to determine the existence of an Owner default. The validity of any termination may be judicially, including by judicial reference referred to in Section 16(g) and (h) above, challenged by Owner, in which case the court or judge, as the case may be, must render an independent judgment as to the existence of good cause for termination, based solely on the administrative record and applicable law. Termination for an Owner default may result only from a material Owner default of a material provision of this Agreement.

17. No Waiver of Remedies; City Not Liable for Damages. A party does not waive any claim of defect in performance by any other party for failure to enforce this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement are available to the parties to pursue in the event that there is a breach of this Agreement. No waiver by a party of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach hereof or default hereunder. Notwithstanding the foregoing, It is acknowledged by the parties that City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorneys' fees in accordance with this Agreement, City shall not be liable in damages to Owner, or to any assignee, transferee, or any other person, and Owner covenants on behalf of itself and its successors in interest not to sue for or claim any damages: (i) for any breach of this Agreement; (ii) for the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto; (iii) arising out of or connected with any dispute, controversy, or issue regarding the application or interpretation or effect of the provisions of this Agreement; or (iv) for any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under this Agreement

18. Rights of Lenders Under this Agreement. This Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Brea 265 Site or any portion thereof or any Improvement on the thereon by any mortgage, deed of trust, UCC Financing Statement and/or fixture filing or other security device securing the replacement of financing with respect to the Brea 265 Site or its Improvements. Should an Owner place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("**Lender**") of said encumbrance or lien shall have the right at any time during the Term of this Agreement and the existence of said encumbrance or lien to:

(a) Do any act or thing required of the applicable Owner under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by such Owner:

(b) Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as a "trust deed");

(c) Transfer, convey or assign the title of such Owner to the Project, or part thereof, to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

(d) Acquire and succeed to the interest of such Owner by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

19. Notice to Lender. City shall give written notice to Lender (if known by City) of any default or breach by Owner that has not be cured within the applicable cure period under this Agreement and this Agreement shall not be terminated by City as to any Lender who has received actual notice of the alleged breach or default unless the Lender fails to do the following:

(a) Monetary Cure. Cure the breach or default within sixty (60) days after service of said notice. where the default can be cured by the payment of money; or

(b) Performance Cure. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City, or as soon as is lawfully possible, and are thereafter diligently continued by Lender, provided, however, as to defaults requiring title or possession of the Brea 265 Site, or any portion thereof, to effectuate a cure: (a) the Lender agrees in writing, within ninety (90) days after receipt from City of the written notice of default, to perform the proportionate share of Owner's obligations under this Agreement allocable to that part of the Brea 265 Site in which the Lender has an interest, conditioned upon such Lender's acquisition of the Brea 265 Site or portion thereof by foreclosure (including a trustee sale) or by a deed in lieu of foreclosure; (b) the Brea 265 Site commences foreclosure proceedings to reacquire title to the Brea 265 Site, or applicable portion thereof, within said ninety (90) days and thereafter diligently pursues such foreclosure to completion; and (c) the Lender promptly and diligently cures such default after obtaining title or possession. Subject to the foregoing, in the event any Lender records a notice of default as to its trust deed, upon the Lender's written request to assume Owner's obligations hereunder, City shall consent to the assignment of all of Owner's rights and obligations under this Agreement to the Lender or to any purchaser of Owner's interest at a foreclosure or trustee sale, provided the Lender or such purchaser executes and delivers to City an assumption agreement in a form and with terms reasonably acceptable to City, and Owner shall thereafter be released by City from liability hereunder with regard to the applicable portion of the Brea 265 Site which is transferred. Notwithstanding the foregoing, City shall not impose any terms on the Lender or purchaser that are inconsistent with the provisions of this Agreement.

(c) Restrained from Taking Action. For purposes of clarity, notwithstanding Section (b) above, if any Lender is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings including by any process of injunction issued by any court or by reason of any action by any court having jurisdiction or any bankruptcy or insolvency proceeding involving Owner, the times specified in Section (b) above for commencing or prosecuting foreclosure or other proceedings or curing any default by Owner, including the payment of money, shall be extended for the period of the prohibition.

(d) Prior Lien. The lien of any existing or future of trust deed recorded against all or any part of the Brea 265 Site shall be superior and senior to any lien created by this Agreement or the recordation thereof. At the request of any Lender whose loan will be secured by a trust deed on all or any part of the Brea 265 Site, City shall execute a subordination agreement, subordinating its interest hereunder to the lien of such trust deed, which subordination agreement shall be subject to the reasonable approval of City. Notwithstanding the foregoing: (i) at the option of the Lender of any foreclosure of any such trust deed such foreclosure shall not serve to extinguish or terminate this Agreement, provided that in no event shall any dedications or conveyances made by Owner to City be affected or reversed; and (ii) the lien of any Bond or assessment shall be superior to the lien of any trust deed and this Agreement.

(e) No Obligation to Assume Obligations. Except as provided to the contrary in this Agreement, no Lender or beneficiary shall have an obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, and no Lender shall be liable for any defaults or monetary obligations of Owner arising prior to acquisition of title to the Brea 265 Site by such Lender or their respective successors or assigns; except that to the extent any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. In the event a Lender elects to develop the Brea 265 Site in accordance with the Brea 265 Specific Plan, the Lender shall be

required to assume and perform the obligations or other affirmative covenants of Owner under this Agreement.

(f) Request to Modify. City acknowledges that the Lenders providing financing for the Project may require certain modifications to this Agreement and City agrees, upon request from time to time, to meet with Owner and/or representatives of such Lenders to negotiate in good faith any such requirement for modification. To the extent that City Council action is required in order to lawfully adopt the requested modification to this Agreement, the City Council shall promptly and reasonably consider the request, without imposing any additional conditions, dedications, or exactions from Owner so long as such requested modification(s) do(es) not materially affect the terms of this Agreement.

(g) Releases. City agrees that upon written request of Owner and payment of all fees and performance of the requirements and conditions required of Owner by this Agreement with respect to the Brea 265 Site, or any portion thereof, City shall execute and deliver to Owner appropriate release(s) of further obligations imposed by this Agreement in form and substance acceptable to the County Recorder and title insurance company, if any, or as may otherwise be necessary to effect the release.

20. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by an Owner by commencing proceedings to foreclose its encumbrance or lien on the Project or portion thereof. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. Subject to the provisions of Section 19 (c) above, the proceedings shall not, however, forestall any such action by City for the default or breach by an Owner unless:

(a) They are commenced within sixty (60) days after service on Lender of the notice described hereinabove;

(b) They are, after having been commenced, diligently pursued in the manner required by law to completion; and

(c) Lender keeps and performs all of the terms, covenants and conditions of this Agreement requiring the payment or expenditure of money by such Owner until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

21. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage pre-paid, return receipt requested, or by a nationally recognized courier service which provides a written receipt of delivery, or by facsimile, to the addresses set forth in this Section 21, with a copy to designated legal counsel. The notices or other communications shall be deemed received and effective upon: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, the date of delivery or refusal to accept delivery indicated in the certified or registered mail receipt; (iii) if given by courier service, on the date of delivery evidenced by the receipt for delivery provided by the courier service; or (iv) if faxed, when sent. Any notice, request, demand, direction or other communication sent by fax must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

For City

City of Brea  
1 Civic Center Circle  
Brea, California 92821  
Attn: City Manager

With a copy to:

Richards, Watson & Gershon  
1 Civic Center Circle P.O. Box 1059  
Brea, California 92822-1059  
Attention: Brea City Attorney

For Owner:

Aera Energy LLC  
3030 Saturn Street, Suite 101  
Brea, California 92821  
Attn: Mr. George L. Basye

With a copy to:

Donfeld & Rollman  
1900 Avenue of the Stars, Suite 2300  
Los Angeles, CA 90067  
Attn: Jeffrey E. Donfeld, Esq.

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as any Party may from time to time designate in writing as provided in this section. Notice shall be effective upon the date of personal delivery or, in the case of mailing, on the date of delivery or attempted delivery as shown on the U.S. Postal Service certified mail return receipt.

22. Attorneys' Fees. In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred during the proceeding as may be fixed within the discretion of the court.

23. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits. This Agreement supersedes all prior agreements, oral or written about the subject matter hereof, and can be amended only in writing.

24. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

25. Partial Invalidity. If any provisions of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

26. Recordation. This Agreement shall, at the expense of Owner, be recorded in the Official Records of the County Recorder of the County of Orange within sixty (60) calendar days following the Effective Date. In the event this Agreement is not executed by all parties and recorded as of the date specified herein, this Agreement shall be null and void.

27. Estoppel Certificates.

(a) Any party may at any time deliver written notice to another party requesting an estoppel certificate (the "Estoppel Certificate") stating:

(i) The Agreement is in full force and effect and is a binding obligation of the parties.

(ii) The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments.

(iii) No default in the performance of the requesting party's obligations under the Agreement exists, or, if a default does exist, the nature and amount of any default.

(b) A party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting party within thirty (30) days after receipt of the request. The City Manager or any person designated by the City Manager may sign the Estoppel Certificate on behalf of City. Any officer of an Owner may sign on behalf of such Owner. An Estoppel Certificate may be relied on by assignees and mortgagees.

(c) In the event that one party requests an Estoppel Certificate from the other, the requesting party shall reimburse the other party for all reasonable and direct costs and fees incurred by such party with respect thereto.

28. Authority of City Manager. Any consent, approval or other instrument described in this Agreement may be granted, given or executed by the City Manager or designee on behalf of City and the City Manager or designee shall be authorized to take any other action on behalf of City without the need for further authorization from the City Council; provided, however that, notwithstanding the foregoing, the City Manager or designee may, in his or her sole discretion, refer to the City Council any item for which the City Manager or designee has authority to act hereunder.

29. Conflicts of interest. No director, employee or agent of City shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value, or enter into any business arrangement with any director, employee or agent of an Owner, its affiliates, other than as a representative of an Owner or its affiliates, without prior written notification thereof to such Owner. Any representatives authorized by an Owner may audit any and all records of City for the purpose of determining whether there has been compliance with this provision.

30. Cooperation. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

31. Processing. City agrees that it shall accept for processing and use its best efforts to promptly take action on all applications, provided they are in a proper form and acceptable for processing, for discretionary permits, tract or parcel maps, or other land use entitlements for development of the Project in accordance with the provisions of this Agreement. City shall cooperate with the Owners in providing reasonably expeditious review of any such applications, permits, or land use entitlements and, upon request and payment of any costs and/or extra fees associated therewith by the Owners, City shall assign to the Project planners(s), building inspector(s), and/or other staff personnel and completion of the Project. In addition, City agrees

that continued processing of the plans and specifications for the improvements shall result in changes made to such plans and specifications by Owner to meet City requirements, and such changes made by Owner at the request of City employees shall be deemed approved under this Agreement when approved by City's Community Development Department.

32. Force Majeure. No party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquake, other Acts of God, pandemics, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, orders, moratorium including but not limited to referendum, or other delays caused by City, or City's failure to meet performance obligations set forth in this Agreement or the Project Phasing Plan or delays caused by other local, state or federal agencies, court actions (such as restraining orders or injunctions, judicial reference, entered into by and between City, Owner and/or any third parties ), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years. Any party learning of a force majeure event shall, as soon as reasonably practicable, notify the other party in writing of the occurrence of the event, which notice shall include a statement as to the date on which the force majeure event commenced. Upon the cessation of the force majeure event or its effects which prevented performance hereunder, any party with knowledge of the cessation of the event shall notify the other party in writing of such cessation, which notice shall include a statement as to the date on which the force majeure event ceased.

33. Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original and that together will constitute one and the same agreement. Facsimile or scanned signatures are acceptable and will be treated the same as original ink signatures for the purpose of executing and making this Agreement binding and effective.

{Signatures appear on the following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year dated below.

“City”

City of Brea,  
a municipal corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cecilia Hupp  
Mayor

ATTEST:

\_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

Approved as to form:

\_\_\_\_\_  
Terence R. Boga  
City Attorney

“Owner”

Aera Energy LLC,  
a California limited liability company

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**BREA 265 DEVELOPMENT AGREEMENT  
SCHEDULE OF EXHIBITS**

<b>Exhibit “A”</b>	<b>Legal Description of Owner lands within City of Brea</b>
<b>Exhibit “B”</b>	<b>Legal Description of Aera Orange County Property</b>
<b>Exhibit “C”</b>	<b>Brea 265 Specific Plan (Placeholder)</b>
<b>Exhibit “D”</b>	<b>Depiction of approximately 52.86 acres of land that is not part of the Brea 265 Project that is to be dedicated to State Parks or other suitable environmental entity</b>
<b>Exhibit “E”</b>	<b>Activated Snorkel Station Heli-Hydrant Land</b>
<b>Exhibit “F”</b>	<b>Community Facility Land, Sports Park Land, Staging Area Park, Affordable Housing Parcel</b>
<b>Exhibit “G”</b>	<b>Project Phasing Plan</b>
<b>Exhibit “H”</b>	<b>Specifications (Pending Approval)</b>
<b>Exhibit “I”</b>	<b>Approximate Juxtaposition of Sports Park Amenities and Location of Sports Park Land</b>
<b>Exhibit “J”</b>	<b>Schedule of Monetary Contributions and Public Benefit Improvements to be Constructed by Owner</b>
<b>Exhibit “K”</b>	<b>Copy of the Deed Restrictions in the Grant Deed to Sports Park Land</b>
<b>Exhibit “L”</b>	<b>Trails and Specifications</b>
<b>Exhibit “M”</b>	<b>Open Space Amenities and Locations; and Candidate Art Locations</b>
<b>Exhibit “N”</b>	<b>Trail signage, Offsite Trail Connections and Trail Transitions (Placeholder)</b>

**Exhibit "A"**  
**Legal Description of Owner lands within City of Brea**

DRAFT

A.P.N.: 322-031-14, 322-031-19,  
322-031-20, 322-031-21

**Exhibit "A"**

**Legal Description**

*Portion of "Brea 265" property previously annexed to the City of Brea*

PARCEL C: (CITY OF BREA)

PARCEL C1: (APN: 322-031-14 AND 322-031-19 AND 322-031-20 AND 322-031-21)

THAT PORTION OF FRACTIONAL SECTION 17, TOWNSHIP 3 SOUTH, RANGE 9 WEST, OF SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, FEBRUARY 17, 1868, ALSO SHOWN AS SECTION 17, TOWNSHIP 3 SOUTH, RANGE 9 WEST, AS PER MAP FILED IN BOOK 33, PAGE 37 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT NORTH 89° 59' 47" WEST 364.72 FEET ALONG THE NORTHERLY LINE OF LOT 1 IN BLOCK 2 OF THE YORBA LINDA TRACT, AS PER MAP RECORDED IN BOOK 5, PAGES 17 AND 18 OF MISCELLANEOUS MAPS OF SAID COUNTY; THENCE NORTH 0° 29' 53" EAST 244.38 FEET; THENCE NORTH 49° 40' 54" WEST 1300.28 FEET; THENCE WEST 400.56 FEET; THENCE NORTH 23° 20' 42" WEST 99.79 FEET; THENCE NORTH 64° 39' 18" EAST 71.92 FEET; THENCE NORTH 1000.42 FEET; THENCE SOUTH 77° 50' 44" WEST 410.02 FEET; THENCE NORTH 22° 03' 08" WEST 119.58 FEET; THENCE NORTH 65° 59' 09" WEST 69.73 FEET; THENCE NORTH 85° 14' 54" WEST 123.49 FEET; THENCE SOUTH 48° 40' 32" WEST 138.43 FEET; THENCE SOUTH 29° 16' 05" WEST 102.70 FEET; THENCE SOUTH 13° 44' 44" WEST 74.07 FEET; THENCE SOUTH 88° 00' 18" WEST 22.68 FEET TO A POINT IN THE EASTERLY LINE OF ROSE DRIVE 60.00 FEET WIDE, AS DESCRIBED IN A QUITCLAIM DEED RECORDED ON APRIL 4, 1961 IN BOOK 5676, PAGE 994 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF ROSE DRIVE TO THE NORTHERLY LINE OF SAID LOT 1 IN BLOCK 2; THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE POINT OF BEGINNING.

**Exhibit “B”    Legal Description of Aera Orange County Property**

DRAFT

A.P.N.: 308-011-23, 322-031-01, 322-031-11,  
322-031-12, 322-031-13, 322-031-24,  
320-071-29, 320-073-09

## **Exhibit "B"**

### **Legal Description**

*Portion of "Brea 265" property to be annexed to the City of Brea*

The following described property in the County of **Orange**, State of **California**:

PARCEL A1: (APN: 308-011-23 AND 322-031-01)

GOVERNMENT LOT 3 AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE FEBRUARY 17, 1868. THE NORTHERLY AND EASTERLY LINES THEREOF SHALL BE ESTABLISHED BY PARAGRAPH 8 IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED APRIL 25, 1961 IN BOOK 5700, PAGE 984 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE SOUTHERLY BOUNDARY OF TRACT NO. 14884, AS SHOWN ON A MAP RECORDED IN BOOK 745, PAGES 5 THROUGH 15 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THAT PORTION OF SAID PARAGRAPH 8 DESCRIBED AS "S 88° 52' 31" E., 1318.96 FEET TO A 1-1/2" IRON PIPE"

ALSO EXCEPTING THEREFROM THAT PORTION OF THE LAND LYING NORTHERLY OF THE SOUTHERLY LINE OF THE LAND DESCRIBED IN PARCELS 122, 122.1 AND 122.2 OF DEED TO COUNTY OF ORANGE, RECORDED JULY 31, 1975 IN BOOK 11471, PAGE 256 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE LAND DESCRIBED AS PARCEL 121 OF DEED TO COUNTY OF ORANGE, RECORDED MARCH 11, 2003 AS INSTRUMENT NO. 2003000262409 OF OFFICIAL RECORDS.

PARCEL B:

PARCEL B1: (APN: PORTION OF 322-031-12)

LOT 4 AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE, FEBRUARY 17, 1868.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF TRACT NO. 100 AS DESCRIBED IN THAT CERTAIN DECLARATION OF TAKING RECORDED JUNE 1, 1960 IN BOOK 5269, PAGE 79 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF ROSE AVENUE AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 4, 1961 IN BOOK 5676, PAGE 994 OF SAID OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE LAND DESCRIBED AS PARCEL 121 OF DEED TO COUNTY OF ORANGE, RECORDED MARCH 11, 2003 AS INSTRUMENT NO. 2003000262409 OF OFFICIAL RECORDS.

PARCEL B2: (APN: 322-031-11 AND PORTION OF 322-031-12)

THAT PORTION OF LOT 1 AND THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE FEBRUARY 17, 1868, LYING NORTHERLY OF THE NORTHERLY LINE OF THE OLINDA TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGES 37 AND 38 OF MISCELLANEOUS RECORDS, OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY, SOUTHERLY AND SOUTHEASTERLY OF THE WESTERLY, NORTHERLY AND NORTHWESTERLY LINES OF TRACTS NO. 100 AND 119 AS DESCRIBED IN THAT CERTAIN DECLARATION OF TAKING RECORDED JUNE 1, 1960 IN BOOK 5269, PAGE 79 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF ROSE AVENUE AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 4, 1961 IN BOOK 5676, PAGE 994 OF SAID OFFICIAL RECORDS.

PARCEL C2: (APN: 322-031-13)

THAT PORTION OF BLOCK 64 OF THE OLINDA TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGES 37 AND 38 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, LYING EASTERLY OF THE EASTERLY OF THE EASTERLY LINE OF ROSE AVENUE, AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 4, 1966 IN BOOK 5676, PAGE 994 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE WESTERLY LINE OF TRACT NO. 119, AS DESCRIBED IN THAT CERTAIN DECLARATION OF TAKING RECORDED JUNE 1, 1960 IN BOOK 5269, PAGE 79 OF SAID OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN PARCEL C-1 HEREINABOVE DESCRIBED.

PARCEL D: (APN: 322-031-24)

THAT PORTION OF THE EAST ½ OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE, FEBRUARY 17, 1868, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTION 8, 9, 16 AND 17, SAID TOWNSHIP AND RANGE, ACCORDING TO THE MAP FILED IN BOOK 33, PAGE 37 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA; THENCE ALONG THE EAST LINE OF SAID SECTION 8, NORTH 1° 20' 08" EAST 833.73 FEET; THENCE NORTH 88° 33' 38" WEST 416.85 FEET; THENCE NORTH 87° 58' 26" WEST 734.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87° 58' 26" WEST 584.44 FEET; THENCE NORTH 1° 53' 04" EAST 858.64 FEET; THENCE NORTH 72° 45' 17" EAST 41.05 FEET; THENCE SOUTH 68° 24' 00" EAST 79.78 FEET; THENCE SOUTH 50° 28' 12" EAST 74.21 FEET; THENCE SOUTH 63° 45' 39" EAST 115.87 FEET; THENCE NORTH 20° 14' 32" EAST 49.82 FEET; THENCE SOUTH 88° 29' 08" EAST 73.17 FEET; THENCE SOUTH 62° 35' 09" EAST 63.00 FEET; THENCE SOUTH 48° 20' 43" EAST 185.08 FEET; THENCE SOUTH 45° 06' 24" EAST 115.78 FEET; THENCE SOUTH 23° 51' 00" EAST 118.24 FEET; THENCE SOUTH 3° 26' 36" EAST 208.34 FEET; THENCE SOUTH 6° 39' 41" WEST 51.00 FEET; THENCE SOUTH 19° 08' 21" WEST 95.94 FEET; THENCE SOUTH 31° 42' 38" WEST 106.31 FEET; THENCE SOUTH 63° 16' 52" WEST 58.65 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, DISTANT 350.00 FEET NORTH 18° 40' 00" EAST FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 66° 25' 00" EAST 102.70 FEET; THENCE NORTH 19° 29' 00" EAST 292.40 FEET; THENCE NORTH 162.50 FEET; THENCE NORTH 82° 05' 00" WEST 152.80 FEET; THENCE SOUTH 36° 45' 00" WEST 213.40 FEET; THENCE SOUTH , PARALLEL WITH AND DISTANT 25.00 FEET EAST FROM THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 130.00 FEET; THENCE SOUTH 23° 35' 00" EAST 217.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 20, 1963 IN BOOK 6853, PAGE 373 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER HYDROCARBON AND MINERAL SUBSTANCES AND GEOTHERMAL RIGHTS IN AND UNDER THE LAND, BUT WITHOUT THE RIGHT TO PENETRATE, USE OR DISTURB THE PROPERTY WITHIN 300 FEET OF THE SURFACE THEREOF, AS RESERVED BY SANTA FE ENERGY RESOURCES, INC., A DELAWARE CORPORATION IN THE GRANT DEED RECORDED AUGUST 9, 1996 AS INSTRUMENT NO. 19960408949 OF OFFICIAL RECORDS.

PARCEL E: (APN: 320-071-29 AND 320-073-09)

THE NORTH 100 ACRES OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 9 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, WHICH LIES WEST OF THE EASTERLY BOUNDARY OF SAID RANCHO SAN JUAN CAJON DE SANTA ANA. EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF ORANGE RECORDED SEPTEMBER 18, 1986 AS INSTRUMENT NO. 86-429085 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY. ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY OF ORANGE RECORDED MARCH 11, 2003 AS INSTRUMENT NO. 2003000262411 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

**Exhibit “C”**  
**Brea 265 Specific Plan (Placeholder)**

DRAFT



**Exhibit “D”**

**Depiction of approximately 52.86 acres of land that is not part of the Brea 265 Project that is to be dedicated to State Parks or other suitable environmental entity**

DRAFT

EXHIBIT D - DEPICTION OF APPROXIMATELY 52.86 ACRES OF LAND THAT IS NOT PART OF THE BREA 265 PROJECT THAT IS TO BE DEDICATED TO STATE PARKS OR OTHER SUITABLE ENVIRONMENTAL ENTITY



**Exhibit “E”**  
**Activated Snorkel Station Heli-Hydrant Land**

DRAFT



Exhibit E - Activated Snorkel Station Heli-Hydrant Land

Approximate 1,000 sf  
Activated Snorkel Station Heli-  
Hydrant land general location

Olinda Drive

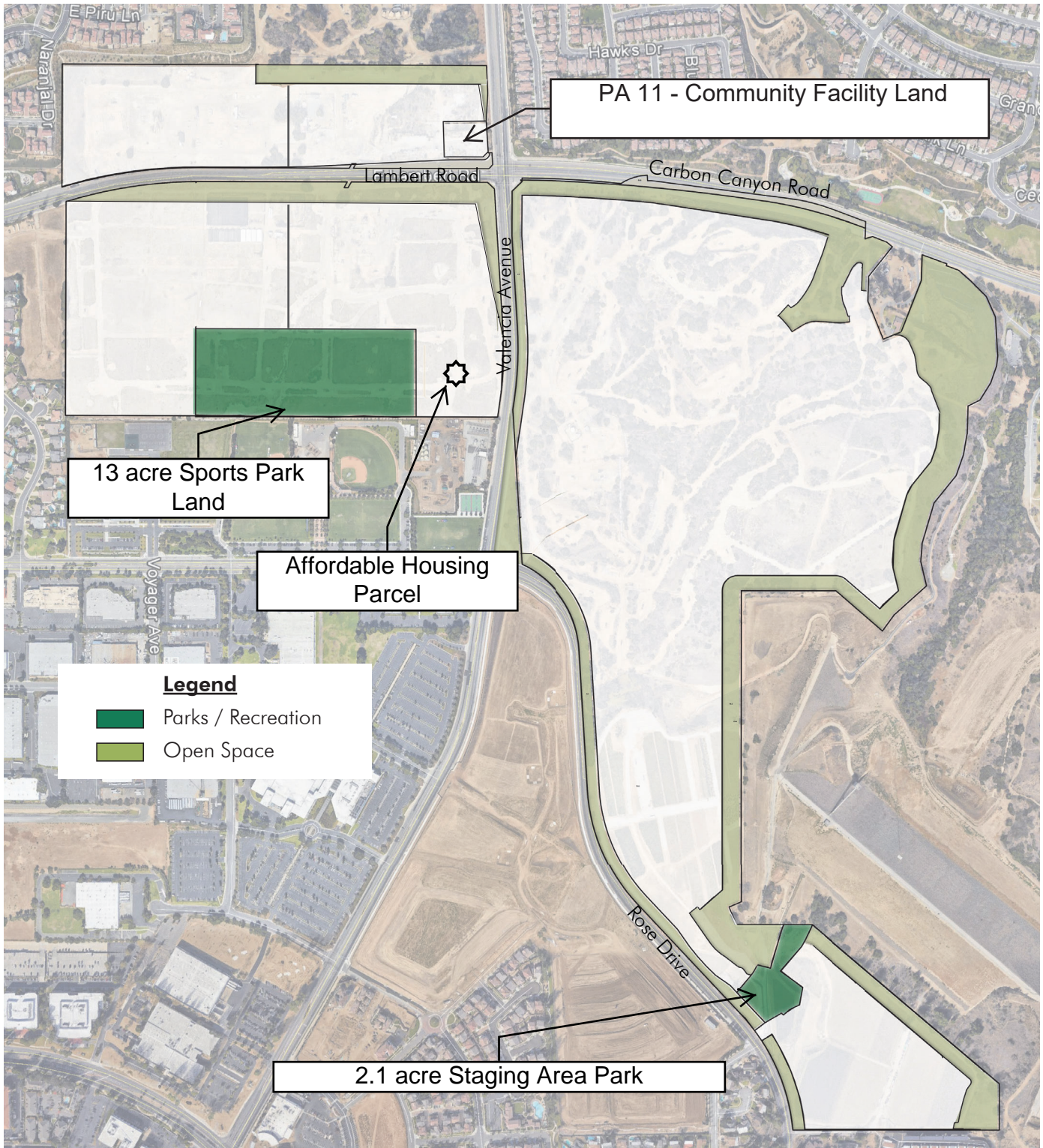




**Exhibit “F”**  
**Community Facility Land, Sports Park Land, Staging Area Park, Affordable Housing**  
**Parcel**

DRAFT

Exhibit F:  
Community Facility Land,  
Sports Park Land, Staging Area Park,  
Affordable Housing Parcel

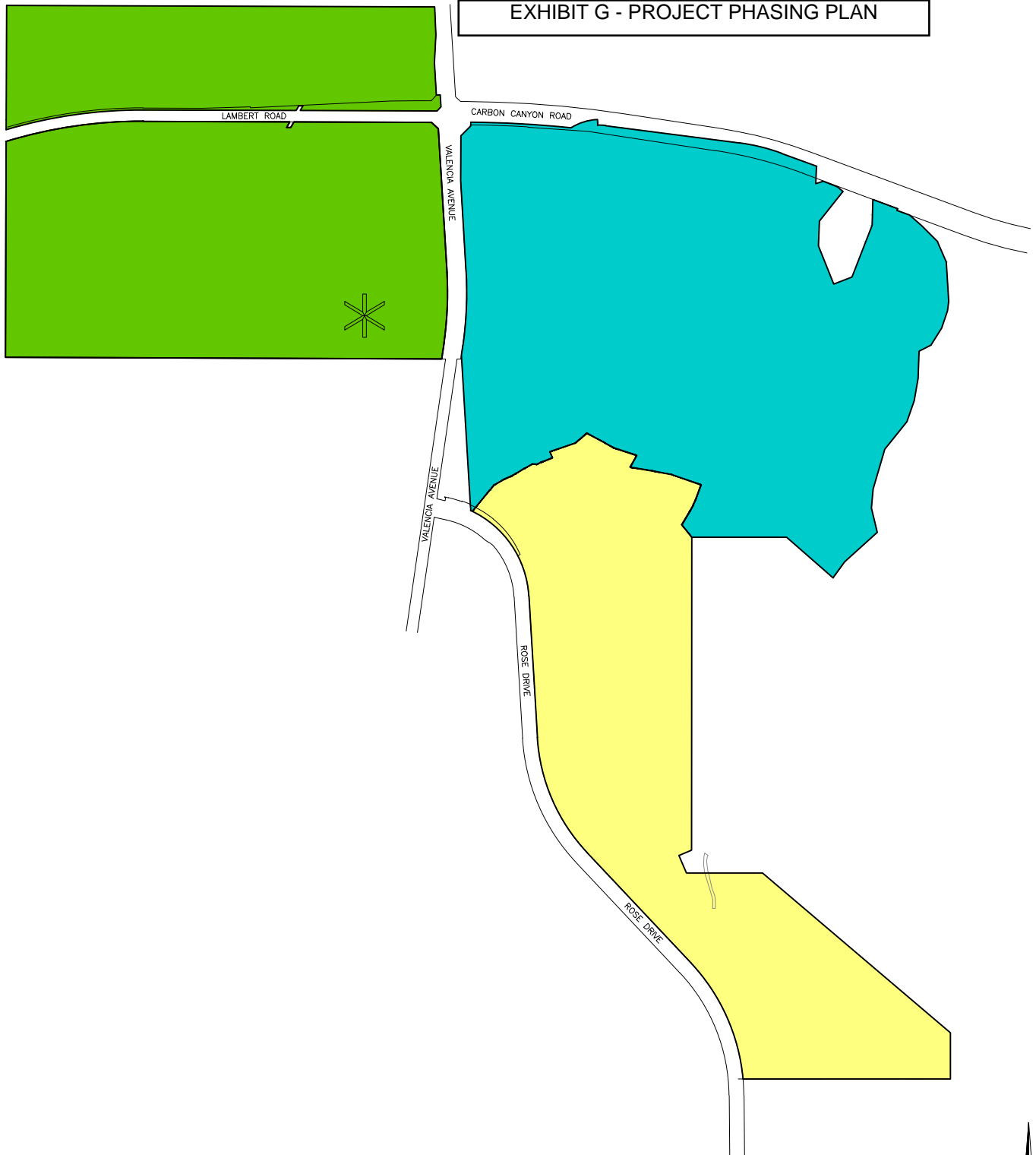


*For illustrative purposes only; final design may vary.*

**Exhibit “G”  
Project Phasing Plan**

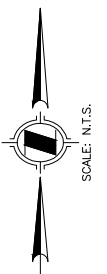
DRAFT

EXHIBIT G - PROJECT PHASING PLAN



**LEGEND**

-  PHASE 1 / SOUTH EAST PARCEL
-  PHASE 2 / WEST PARCEL
-  PHASE 3 / NORTH EAST PARCEL
-  AFFORDABLE HOUSING



**CONCEPTUAL PHASING PLAN**

**BREA 265**

PREPARED BY:

**HUNSAKER & ASSOCIATES**  
IRVINE, INC.  
PLANNING ■ ENGINEERING ■ SURVEYING  
Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759



**Exhibit “H”**  
**Specifications (Pending Approval)**

DRAFT

## Exhibit H – Specifications

### Project Approval

Documents (pending approval- to include the SP, EIR, DA, TTM including all resolutions, ordinances and COA)

**Exhibit “I”**  
**Approximate Juxtaposition of Sports Park Amenities and Location of Sports Park Land**

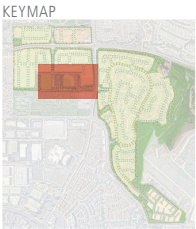
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Exhibit I - Approximate Juxtaposition of Sports Park Amenities and Location of Sports Park Land



LEGEND

- |   |   |  |
|---|---|--|
| 1 Baseball Field (285')                         | 7 20' Wide Dual Tread Multi-Purpose Trail -<br>10' Asphalt + 6' D.G. + (x2) 2' Shoulder | 13 Concession Stand (approx 900 sq. ft.)           |
| 2 Tennis Courts (4)                             | 8 14' Wide Trail - AC Paving Center Striped<br>10' Asphalt + (x2) 2' Shoulder           | 14 Restrooms w/Drinking Fountain and<br>Bike Racks |
| 3 Soccer Field (225'x330')                      | 9 Innovative Play Area  | 15 Water Quality Basin                             |
| Football Field (180'x330')                      | 10 Storage (approx 3,000 sq. ft.)   | 16 Potential Link to Existing Park/School          |
| 4 Pickleball Courts (4)                         | 11 Shade Structure  | 17 Team Warm-up Field                              |
| 5 Full Basketball Court (1)                     | 12 Parking (approx. 134 cars)   |  |
| 6 Tartan Track w/ Fitness Stations, 12'<br>wide |   |  |



**Exhibit “J”**  
**Schedule of Monetary Contributions and Public Benefit Improvements to be Constructed**  
**by Owner**

DRAFT

**Exhibit J – Schedule of Monetary Contributions and Public Benefit Improvements**

<b>Reference</b>	<b>Public Benefit</b>	<b>Timing</b>
11.A.(a)	Affordable Housing – 76 - 110 senior affordable housing units	Phase 2
11.A.(d)(ii)	New Public Parks, Open Space and Trails – 2.1 acres will be dedicated and built as a Staging Area Park	150 <sup>th</sup> Certificate of Occupancy in Phase 1 – Commence Construction Last Certificate of Occupancy in Phase 1 – Substantially Complete
11.A.(e)	Additional Permanent Open Space	Pursuant to USFWS and CFW permit requirements
11.A.(f)	Sports Park	1 <sup>st</sup> Building Permit in Phase 2 – Commence Construction 400 <sup>th</sup> Certificate of Occupancy in Phase 2 – Substantially Complete
11.A.(g)	Dedication of land for the first Activated Snorkel Station Heli-Hydrant Land	At grading permit for phase I.
11.A.(h)	Dedication of Public Safety Land	Prior to and Building Permit in Phase 2 north of Lambert
11.A.(i)	Trail Upgrades	Concurrent with adjacent road construction
11.A.(k)	Police Services – Fiber Optic and Camera Enhancements	Concurrent with construction of each intersection
11.A.(l)(i)	Fire Safety – First \$100,000 contribution for construction of the Activated Snorkel Station Heli-Hydrant on Olinda Drive	1 <sup>st</sup> Building Permit
11.A.(l)(ii)	Fire Safety – First \$333,333 contribution for essential fire and public safety priorities	1 <sup>st</sup> Building Permit
11.A.(l)(iii)	Public Works – First \$105,320 contribution for Adaptive Control System to be installed by City	1 <sup>st</sup> Building Permit
11.A.(l)(iv)	First \$55,000 contribution for two interchangeable message boards	100 <sup>th</sup> Building Permit
11.A.(l)(v)	Police Services – First \$125,000 contribution for Police Department training and equipment	100 <sup>th</sup> Building Permit
11.A.(l)(vi)	Fire Safety – Second and final \$165,000 contribution for construction of the Activated Snorkel Station Heli-Hydrant on Olinda Drive	1 <sup>st</sup> Building Permit for Phase 2
11.A.(l)(vii)	Fire Safety – Second \$333,333 contribution for essential fire and public safety priorities	1 <sup>st</sup> Building Permit for Phase 2
11.A.(l)(viii)	Public Works – Second \$105,320 contribution for Adaptive Control System to be installed by City	1 <sup>st</sup> Building Permit for Phase 2
11.A.(l)(ix)	Police Services – Second \$125,000 contribution for Police Department training and equipment	100 <sup>th</sup> Building Permit for Phase 2
11.A.(l)(x)	Fire Safety – Third and final \$333,333 contribution for essential fire and public safety priorities	1 <sup>st</sup> Building Permit for Phase 3
11.A.(l)(xi)	Public Works – Third and final \$105,320 contribution for Adaptive Control System to be installed by City	1 <sup>st</sup> Building Permit for Phase 3
11.A.(l)(xii)	Second and final \$55,000 contribution for two interchangeable message boards	100 <sup>th</sup> Building Permit for Phase 3
11.A.(l)(xiii)	Police Services – Third and final \$125,000 contribution for Police Department training and equipment	100 <sup>th</sup> Building Permit for Phase 3
11.A.(l)(xiv)	Existing Sports Park Field Improvements - \$1,500,000 for the City's conversion of the two Existing Sports Park, including installation of artificial turf or other park improvements	200 <sup>th</sup> Building Permit for Phase 2

11.B.(ii)	Sports Park Design	Submit Design to City prior to 100 <sup>th</sup> Building Permit in any phase
11. (I)	Additional Police staff funding	Master CC&Rs to be submitted and approved prior to first building permit and collected annually after the first occupancy permit.

**Exhibit "K"**  
**Copy of the Deed Restrictions in the Grant Deed to Sports Park Land**

DRAFT



**Exhibit "K"**  
**Copy of the Deed Restrictions in the Grant Deed to Sports Park Land**

**Form of Grant Deed (Sports Park)**

RECORDING REQUESTED BY, AND WHEN  
RECORDED MAIL TO:

CITY OF BREA  
1 CIVIC CENTER CIRCLE  
BREA, CA 9282  
ATTN: CITY CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

APN(s):

Documentary transfer tax is \$ \_\_\_\_\_

- ☐ computed on full value of property conveyed, or  
☐ computed on full value less value of liens and encumbrances remaining at the time of sale.  
☐ Unincorporated area ☐ City of \_\_\_\_\_  
☐ Realty not sold.

**GRANT DEED**

For good and valuable consideration, the receipt of which is hereby acknowledged, Aera Energy LLC, a California limited liability company "**Grantor**"), does hereby grant and convey to City of Brea, a municipal corporation organized and existing under the laws of the State of California ("**Grantee**"), all the real property situated in the County of Orange, State of California, described at Exhibit A attached hereto (the "**Property**") and incorporated herein by this reference.

This conveyance is subject to all: (i) all prior covenants, conditions restrictions, easements, rights, encumbrances and other exceptions and reservations of record; (ii) matters discoverable or that can be ascertained by physical inspection or correct survey of the Property; (i) zoning ordinances and regulations and any other laws ordinances and governmental regulations restricting or regulating the use, occupancy, and enjoyment of the Property; (iv) all terms, conditions and reservations of this Grant Deed, and (v) the Property conveyed hereby shall, in perpetuity, be used only for open space recreational purposes and for the rights reserved by Grantor as set forth below (collectively, "**Permitted Uses**").

**RESERVATION OF MINERAL RIGHTS**

Grantor hereby reserves, for the benefit of Aera, its successors and assigns, the following rights:

- (i) All oil, gas and mineral rights and sequestration voids that are at least 250 feet below the surface of the Property.

- (ii) The right, but not the duty, to enter onto the Property, upon reasonable notice to Grantee, for purposes of investigation and remediation, if warranted, in accordance with applicable environmental laws, in response to any assertion or claim that there exists on or under the Property any condition of the soil, surface waters, or groundwater that (i) requires investigatory, corrective or remedial measures, and/or (ii) comprises a basis for claims of and/or liabilities in respect of the ownership or operation of the Property. The agreed upon standard for any remediation shall be no more stringent than that which is required by applicable environmental laws and any government agency with jurisdiction to enforce such laws limited to use of the Property for the Permitted Uses.

Provided, however, that except for the right of entry reserved in (ii) above, the rights reserved for the benefit of Grantor do not include the right to drill, mine, store, explore, or operate upon the surface of the Property.

## **DISCLOSURE**

### **PETROLEUM PRODUCING OPERATIONS**

The Property for many years was used in connection with production of crude oil / petroleum from wells located on or near the Property. Natural, shallow deposits of petroleum exist in the soil on or near the Property as well as petroleum-related combustible gases. Petroleum production involves other facilities, also, such as tanks, pipelines, and production pits to store and transport oil that is produced. Petroleum production resulted in some releases of petroleum into the soil on or near the Property. Petroleum, naturally occurring deposits of petroleum, and petroleum-related combustible gases remain in the soil on or near the Property. Information concerning historical petroleum producing operations can be obtained from the California Department of Conservation, Division of Oil, Gas and Geothermal Resources.

### **GRANTOR UTILITY RESERVATIONS**

Grantor hereby reserves and may assign to public utility companies easements for and installation of requisite public utility infrastructure, including sewer, water, electrical and storm drain lines and constructing an underground water quality basin under the parking lot area beneath the Property.

### **PERMITTED USES LIMITATIONS**

No Permitted Uses or any other use or activity, including special events, shall take place by any public entity, including Grantee or any private party or individual during the hours of 10:00 P.M. to 8:00 A.M. At no time shall the permissible noise levels from any source(s) exceed noise levels permitted under City of Brea ordinances. Outdoor lighting shall be directed to the internal perimeter of the Property. Parking lot gate controls during special events will be in place for hours that the Permitted Uses can be conducted.

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR**

**AERA ENERGY LLC,**

**a California limited liability company**

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

**Its:** \_\_\_\_\_

DRAFT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public  
Commissioned for said  
County and State  
and  
State  
(Seal)

**Exhibit “L”**  
**Trails and Specifications**

DRAFT

Exhibit L - Trails and Specifications



LEGEND

- Public Multi-Purpose Trails:**
- 20' Wide Dual Tread Multi-Purpose Trail  
10' Asphalt + 10' D.G.
  - 14' Wide Trail - AC Paving Center Striped  
10' Asphalt + (x2) 2' Shoulder
  - On-street Bikeway
  - Existing Trail
  - Pedestrian Under Crossing
  - Potential Future Access
  - N.A.P- Potential Future Trail Access

For illustrative purposes only; final design may vary.



**Exhibit “M”**  
**Open Space Amenities and Locations; and Candidate Art Locations**

DRAFT



## Exhibit M - Open Space Amenities and Locations



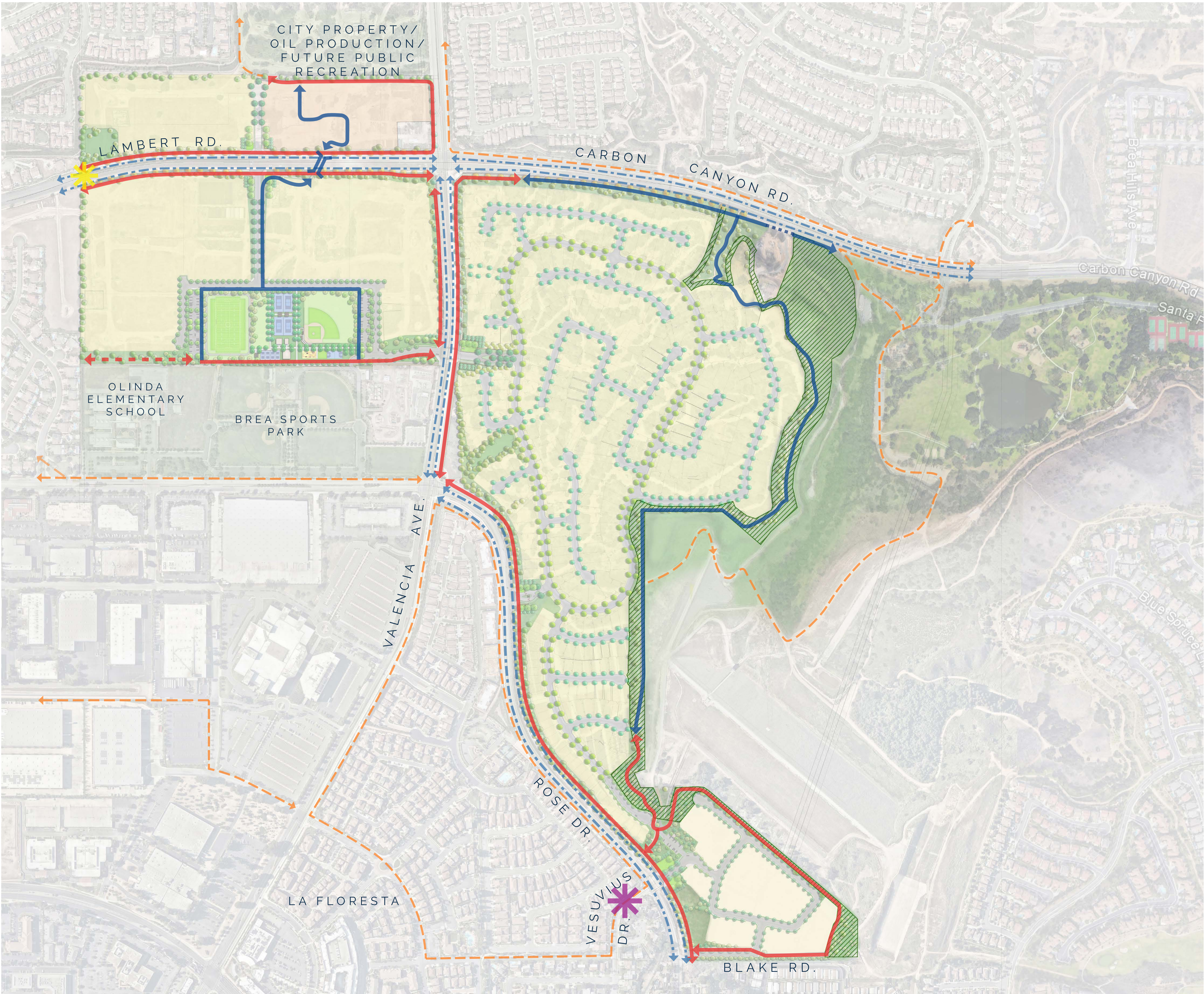
### LEGEND

- 1 Sports Park
- 2 Staging Area/Trailhead
- 3 Multi-Purpose Trails
- 4 Project Primary Entry
- 5 Joint Fire Police Substation Site
- 6 Ridgeline Trail\*
- 7 Joint Use Water Quality Feature
- 8 Landscape Open Space/Fuel Mod Zone
- 9 Pedestrian Under Crossing
- 10 Potential Access to Adjacent Property
- Candidate Art Location (See Exhibit D - Specific Plan section 4.3.7 for a description of the public art)

\* Note: No bike uses on the Ridgeline Trail. Safety barriers may be installed at the entrance of the Ridgeline Trail.



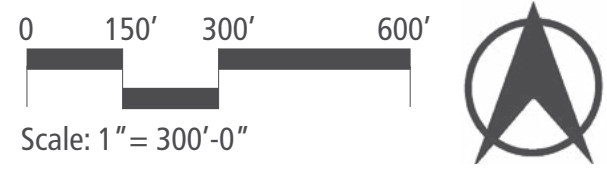




# LEGEND

-  Trail transition to City Sidewalks
-  Potential "No Trailhead Parking Allowed" Sign

EXHIBIT N - TRAIL SIGNAGE AND TRAIL TRANSITIONS





**Exhibit “N”**  
**Trail signage, Offsite Trail Connections and Trail Transitions (Placeholder)**

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Exhibit N – Trail signage, Offsite Trail Connections and  
Trail Transitions Project Approval Documents

(pending approval)

**NOTICE OF PROPOSED ADOPTION OF ORDINANCE NO. 1230 APPROVING DEVELOPMENT AGREEMENT NO. 2022-01 BY AND BETWEEN THE CITY OF BREA AND AERA ENERGY, LLC REGARDING THE BREA 265 SPECIFIC PLAN PROJECT**

**PLEASE TAKE NOTICE** that on July 19, 2022, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, Level One, Brea Civic Cultural Center, One Civic Center Circle, Brea, California, the City Council of the City of Brea will consider adopting its Ordinance No. 1230, entitled "An ordinance of the City Council of the City of Brea Approving Development Agreement No. 2022-01 by and between the City of Brea and Aera Energy, LLC regarding the Brea 265 Specific Plan Project." A summary of this Ordinance follows:

**Summary of Ordinance No. 1230**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING DEVELOPMENT AGREEMENT NO. 2022-01 BY AND BETWEEN THE CITY OF BREA AND AERA ENERGY, LLC REGARDING THE BREA 265 SPECIFIC PLAN PROJECT**

This Ordinance would approve a Development Agreement between the City of Brea and Aera Energy, LLC pursuant to Government Code Section 65864 et seq. to ensure the orderly the development of the Brea 265 Specific Plan Project with up to 1,100 residential dwelling units in low and medium density residential neighborhoods, associated park, recreation, and open space amenities on a Project Site that is generally bounded to the north by Lambert Road and Carbon Canyon Road, to the east by Carbon Canyon Regional Park, to the south by Birch Street and Rose Drive, and to the west by the Eagle Hills residential community. The Development Agreement would grant certain vested development rights in exchange for certain public benefits, including affordable housing, new public parks, new and upgraded trails, open space protection, lands for public safety and civic facilities, and monetary contributions for specified public purposes.

A certified copy of the entirety of the text of Ordinance No. 1230 is available in the office of the City Clerk, Brea Civic and Cultural Center, One Civic Center Circle, Brea, California, and is available for public inspection at that location.

Dated: June 30, 2022  
The Orange County Register  
Published: 7/5/22

Lillian Harris-Neal, MMC City Clerk

**NOTICE OF PROPOSED ADOPTION OF ORDINANCE NO. 1229 OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING ZONE CHANGE NO. ZC 2022-01 TO CHANGE THE ZONING OF THE BREA 265 PROJECT SITE FROM HILLSIDE RESIDENTIAL (HR) AND SINGLE-FAMILY RESIDENTIAL (R-1) TO SPECIFIC PLAN (SP)**

**PLEASE TAKE NOTICE** that on July 19, 2022, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, Level One, Brea Civic Cultural Center, One Civic Center Circle, Brea, California, the City Council of the City of Brea will consider adopting its Ordinance No. 1229, entitled "An Ordinance of the City of Brea Approving Zone Change No. 2022-01 for the Brea 265 Specific Plan Project." A summary of this Ordinance follows:

**Summary of Ordinance No. 1229**

**An Ordinance of the City of Brea Approving Zone Change No. 2022-01 for the Brea 265 Specific Plan Project**

This Ordinance would amend the City's Zoning Map to change the zoning designation of the Brea 265 Specific Plan Project Site from a mix of Hillside Residential (HR) and Single-Family Residential (R-1) to Specific Plan (SP). The Project Site is generally bounded to the north by Lambert Road and Carbon Canyon Road, to the east by Carbon Canyon Regional Park, to the south by Birch Street and Rose Drive, and to the west by the Eagle Hills residential community. By separate action, the City Council will also consider adopting Specific Plan No. 2022-01 (SP No. 2022-01), which would allow development of the Project Site with up to 1,100 residential dwelling units in low and medium density residential neighborhoods, associated park, recreation, and open space amenities.

A certified copy of the entirety of the text of Ordinance No. 1229 is available in the office of the City Clerk, Brea Civic and Cultural Center, One Civic Center Circle, Brea, California, and is available for public inspection at that location.

Dated: June 30, 2022  
City Clerk  
The Orange County Register  
Published: 7/5/22

Lillian Harris-Neal, MMC

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** June 21, 2022 City Council Regular Meeting Minutes - Approve.

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**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Lillian Harris-Neal, City Clerk

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**Attachments**

Minutes

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# DRAFT

## BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

### MINUTES JUNE 21, 2022

#### STUDY SESSION 6:30 p.m. - Executive Conference Room Level Three

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#### CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Hupp called the Study Session to order at 6:30 p.m., all members were present.

Present: Hupp, Parker, Marick, Vargas, Simonoff

**1. Public Comment**  
None.

**2. Clarify Regular Meeting Topics**  
Mayor Pro Tem Parker pulled Item #25 (Award Design for Arovista Park Modernization) for discussion and feedback.

Mayor Hupp clarified that she will open the public hearing, receive testimony, and continue Item #17 (Environmental Impact Report No. 2022-01, General Plan Amendments No. 2022-01, Zone Change No. 2022-01, Specific Plan No. 2022-01, and Development Agreement No. 2022-01 - Brea 265 Specific Plan) to the July 19, 2022, regular City Council meeting.

Regarding Item #23 (Set the Employer Medical Health Benefit Contribution Amount to the Public Employees' Medical and Hospital Care Act Minimum), City Manager Gallardo clarified that the effective date will be amended from August 1, 2022 to September 1, 2022.

#### DISCUSSION ITEMS

**3. Designate Voting Delegate and Alternate for League of California Cities Annual Conference & Expo September 7-9, 2022 in Long Beach**  
City Council designated Mayor Hupp as the delegate and Council Member Simonoff as the alternate for the League of California Cities Annual Conference & Expo in Sacramento on September 7-9, 2022.

**4. City Council Code of Conduct Revisions**

City Manager Gallardo provided the amendments made by Council at the May 20, 2022, offsite City Council meeting and reported that Council changed the name of the Code of Conduct to "Protocols and Procedures".

Council Member Vargas expressed dissatisfaction with the amendment regarding the Mayor not being rotational.

After discussion, it was the consensus of Council to keep the amendments, as presented.

**REPORT**

None.

**5. Council Member Report/Requests**

None.

**Mayor Hupp adjourned the Study Session at 6:45 p.m.**

**GENERAL SESSION  
7:00 p.m. - Council Chamber  
Plaza Level**

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**CALL TO ORDER/ ROLL CALL - COUNCIL**

Mayor Hupp called the General Session to order at 7:00 p.m., all members were present.

**6. Pledge of Allegiance**

Boy Scout Troop 707 led the Pledge of Allegiance.

**7. Invocation**

Pastor Steve Chang, Living Hope Community Church delivered the Invocation.

**8. Report - Prior Study Session**

City Manager Gallardo provided the Prior Study Session report.

**9. Community Announcements**

Mayor Pro Tem Parker announced that the Summer's Family Films series continues on Friday, June 24th featuring the movie, "Encanto" at the Brea Civic and Cultural Center Plaza at 8:00 p.m., admission and parking are free! For more information, please call 714-990-7771.

Mayor Hupp announced that Concerts in the Park return on Wednesday nights at City Hall Park, starting on July 6th with Symphonic Winds of the Pacific. The concert will begin playing at 6:30 p.m., admission and parking are free! For more information, please call 714-990-7722.

Council Member Simonoff announced that this week is National Mosquito Awareness Week. Check your home for potential mosquito development sites. For more information, please visit [OCvector.org](http://OCvector.org).

Council Member Marick announced that the City is calling all volunteers for Brea Fest 2022, throughout the day, starting at 1:30 p.m. until 10:00 p.m. Volunteers must be at least 14 years old for our set-up team and 18 years old to volunteer during the event. The event is scheduled for Friday, August 12th starting at 6:30 p.m. To register, please call 714-990-7150.

Council Member Vargas invited residents to a community information meeting about the water and sewer rate study. The meeting will take place on Wednesday, June 29th, from 6:30 to 8:00

p.m., in Community Rooms A&B at the Brea Civic & Cultural Center. To RSVP, or ask questions, send emails to [ratestudy@cityofbrea.net](mailto:ratestudy@cityofbrea.net).

Mayor Pro Tem Parker announced that the 42nd annual Country Fair will be on Monday, July 4th at City Hall Park with activities planned from 7:00 a.m. to 3:00 p.m. Photos can be sent to [BreaSpecialEvents@cityofbrea.net](mailto:BreaSpecialEvents@cityofbrea.net) for a chance to win \$100.

**10. Matters from the Audience**

Mary Martinez stated that the current zoning at the Gaslight Square Shopping Center is compatible with the neighborhood and it shouldn't be changed.

Kari Windes stated that the Gaslight Square Center is still being marketed as a drive-through site and Council should ensure that development in the area meets the requirements without causing a burden on the neighborhood.

Charlene Fischer expressed concern about the Brea 265 project noting the additional burden on the City's infrastructure, trash, wildlife and trees if the project is approved.

Waad Nadhir addressed the impact of a Referendum regarding the Brea Plaza project noting that the project will bring additional school and fire EMS funding and it will assist with the Regional Housing Needs Assessment (RHNA) numbers.

Brian Wakeman expressed concern about the Brea 265 project noting the danger of having additional residents in the City.

**11. Response to Public Inquiries - Mayor / City Manager**

City Manager Gallardo responded to Public Inquiries.

**PUBLIC HEARINGS** - *This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 5 minutes per speaker.*

**12. Public Hearing to Consider the Adoption of the City of Brea FY 2022-23 Operating Budget**

**13. Public Hearing to Consider the Adoption of the Successor Agency to the Brea Redevelopment Agency 2022-23 Operating Budget**

**14. Public Hearing to Consider Adoption of 2022-23 Operating Budget for the Brea Community Benefit Financing Authority**

**15. Public Hearing to Consider Adoption of 2022-23 Operating Budget for the Brea Public Financing Authority**

**16. Capital Improvement Program Budget For Fiscal Year 2022-2023**

Administrative Services Director Kristin Griffith introduced the item and staff. Senior Fiscal Analyst Alicia Brenner presented a PowerPoint that included: the 2022-23 budget process, major initiatives completed, budget highlights, FY 2022-23 operating budget by department, authorized full time equivalents (FTE's) by fiscal year, 2022-23 general fund revenues, 2022-23 general fund expenditures, five-year projection and assumptions, FY 2022-23 City/Successor Agency budget, FY 2022-23 Public Financing Authority budget, and the FY 2022-23 Public Community Benefit Financing Authority budget.

Council directed staff to add funds to Other Post-Employment Benefits (OPEB). City Manager Gallardo briefly discussed the annual policy for revenue over expenses funds being allocated to



Fixed Asset Replacement Plan (FARP) and OPEB. He noted that staff will allocate \$269,234 to OPEB.

Principal Engineer Ryan Chapman presented a PowerPoint regarding the Capital Improvement Program budget which included: continuing appropriations FY 2122, new FY 22-23 appropriations, and the proposed FY 22-23 CIP summary.

**Mayor Hupp opened the public hearing.**

Bev Perry commended Council for having a 5-year projected budget.

**Hearing no further testimony, Mayor Hupp closed the public hearing.**

Mayor Pro Tem Parker requested that staff include a summary of the fire and police deployment plans in the future.

In response to Council Member Vargas questions, staff stated that the Parks, Recreation and Human Services Commission deemed that Greenbriar Park is not a priority at this time, clarified that the funds in the CIP are for Police vehicles only, and explained the alignment of revenues and expenditures.

City Manager Gallardo confirmed that staff was directed to gather information about Community Facilities Districts (CFD's) to discuss at the City Council meeting on July 19, 2022.

In response to Council Member Marick's question, Financial Services Manager Faith Madrazo clarified that the City/Successor Agency expenditures are for outstanding bonds.

Motion was made by Council Member Vargas, seconded by Mayor Pro Tem Parker Approve Fiscal Year 2022-23 Proposed Operating Budget as presented in the Fiscal Year 2022-23 Proposed Operating Budget document and adopt Resolution No. 2022-048 approving the Fiscal Year 2022-23 Operating Budget and appropriating funds for the City of Brea Fiscal Year 2022-23 Operating Program; adopt Resolution No. SA 2022-01 appropriating funds for the Successor Agency to the Brea Redevelopment Agency 2022-23 Proposed Operating Program Budget; adopt Resolution No. A 2022-01 appropriating funds for the Brea Public Financing Authority 2022-23 Operating Budget, as presented in the 2022-23 Proposed Budget document; adopt Resolution No. BCBFA 2022-01 appropriating funds for the Brea Community Benefit Financing Authority 2022-23 Operating Budget, as presented in the 2022-23 Proposed Budget document; adopt Resolution No. 2022-049 for the Capital Improvement Program (CIP) Budget for Fiscal Year 2022-2023; and allocate \$269,234 to OPEB.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Vargas, Council Member Simonoff

Passed

**17. Environmental Impact Report No. 2022-01, General Plan Amendment No. 2022-01, Zone Change No. 2022-01, Specific Plan No. 2022-01, and Development Agreement No. 2022-01 (Brea 265 Specific Plan)**

Community Development Director Jason Killebrew presented a PowerPoint that included: the project summary, requested entitlements, project timeline, land uses, residential density, by-right project vs. proposed project, circulation, parks/recreation and open space, trail improvements, project phasing, other components, development agreement, public benefits, CEQA (EIR) timeline, and conclusion.

Project Applicant, George Basey presented a PowerPoint that included: photos and maps; site history; Brea 265 oil operations, site today aerial view; workforce housing; planning principles; project overview; compatible with surrounding community major investment in Brea; open space; connectivity; new trails; 2 acre trail head; walkability; existing tunnel; Bre Sports Park expansion; public safety/civic use site; enhanced fire safety, public art and culture; roadway enhancements; millions in new city revenue, economic benefits; consistent with City goals summary of project benefits' broad public outreach, widespread project support and public process.

**Mayor Hupp opened the public hearing.**

Brian Wakemen expressed concern about building 1100 homes at the site citing that it is not safe to do so.

Clark Ken expressed support for the project stating that it's a great project.

Charlene Fischer expressed concern about the project citing traffic concerns, street maintenance, parking in the existin neighborhood, water concerns, waste problems, and low income housing.

James Campbell expressed support for the project stating that it is a responsible development for families.

Michael, Fullerton resident, expressed the desire to live in Brea and expressed support for sustainable growth and development in the City.

Dwight Manley expressed support for the project citing the benefits to the community.

Mr. Zimmerman expressed support for the project citing employment opportunities, revenue and tax for the City.

Richard Carbajal expressed support for the project citing open space and expansion of the parks.

Claire Schlotterbeck expressed support for the project citing the need for additional housing. She urged Council to request an agreement with the applicant to: keep black walnut trees, add a \$10 assessment, and use real grass instead of artificial turf.

Bev Perry expressed support for the project, thanked Aera for their outreach, and suggested that Council develop a plan for Great on Gas; find more funding for workforce housing; and add gates due to the high severity zone.

Adam Lou, Building Industry Association of Orange County, expressed support for the project citing how the project will help the RHNA number, schools, housing, and public safety.

Ross Mckewen expressed support for the project, commended Aera, and suggested that the cities work as a team for options for Rose Drive.

Tod Coble, CNC Affordable Housing, expressed support for the project stating that it creates a unique opportunity for affordable housing and thanked Aera.

Kailey Gaffikin expressed support for the project noting business and economic development, additional housing, support for local business, and workforce housing.

Jamie Hunt-Parrent expressed support for the project noting the new amenities the project will bring.

Lacy Schoen, President/CEO Brea Chamber of Commerce, provided a letter of support and noted the desire for more housing and local business growth.

Justin Trott expressed support for the project and welcomed more housing in the City.

Carolyn Cavecche, Orange County Tax Payer's Association, expressed support for the project noting it is beneficial to taxpayers in the City of Brea.

Jennifer Ward, Orange County Business Council, expressed support for the project citing benefits to the business community and housing.

City Clerk Harris-Neal reported that she received letters of support from the Brea Chamber of Commerce and People for Housing Orange County. She also reported that she received approximately 40 letters of support from the Brea 265 Outreach Team.

**Hearing no further testimony, Mayor Hupp closed the public hearing.**

Mayor Hupp announced that Council will ask clarifying questions and continued the item to the July 19, 2022, City Council meeting.

In response to Mayor Pro Tem Parker's question, Community Development Director Jason Killebrew discussed how project phasing will be implemented.

Council directed staff to bring back information on: traffic management for Rose Drive; revenue neutral housing; permissible development legal options; rights of the property owner; gated private community; parking on streets; energy uses; sewer; low income projects; uses for the park; bike trails system; well abandonment; artificial turf; development agreement terms; additional renditions; black walnut trees; built-in methane mitigation; assessments; workforce opportunity; income requirements for affordable housing; hila hydrants; conduit for cameras; senior housing; recreational parking in the existing neighborhood; affordable housing for sale; and the "Hills for Everyone" suggestions.

Mayor Hupp suggested that Council provide staff with a list of questions prior to the July 19, 2022 meeting.

**CONSENT CALENDAR** - *The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."*

**CITY COUNCIL - CONSENT**

**18. June 7, 2022 City Council Regular Meeting Minutes**

The City Council approved the June 7, 2022, City Council Regular Meeting Minutes as written.

**19. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings**

The City Council made the following findings: (1) the City Council has reconsidered the circumstances of the COVID-19 state of emergency; and (2) the COVID-19 state of emergency continues to directly impact the ability of the members of the City's legislative bodies (including commissions and committees) to meet safely in person.

- 20. Fiscal Year 2022-23 Appropriations Limit**  
The City Council adopted Resolution No. 2022-050 approving the Fiscal Year 2022-23 Appropriations Limit.
- 21. Release Warranty Bond for Tract 17150; Accept Certificate of Correction and Release Subdivision and Warranty Bonds for Tract 17160 for La Floresta Development Village Site**  
The City Council authorized City Clerk to release the warranty bond for Tract 17150; and Accept Certificate of Correction and authorize City Clerk to release the subdivision and warranty bonds for Tract 17160.
- 22. Renewed Measure M (M2) Eligibility Submittal Package for Fiscal Year 2022-23**  
The City Council approved and authorized staff to submit to Orange County Transportation Authority (OCTA) the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2022-23 through 2028-29 to comply with Measure M2 eligibility criteria.
- 23. Set the Employer Medical Health Benefit Contribution Amount to the Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum**  
The City Council approved Resolution No. 2022-051, fixing the employer contribution under the Public Employees' Medical and Hospital Care Act at an equal amount for employees and annuitants.
- 24. Public Works Consumer Price Index (CPI) Contract Increases**  
The City Council approved CPI increases for agreements with Western Golf Properties, Mariposa Landscape Inc., Nieves Landscape Inc., Tropical Plaza Nursery, Inc. and Orkin, LLC.
- 25. Award Design Services for Arovista Park Modernization, CIP 7978**  
This item was pulled for separate discussion and vote by Mayor Pro Tem Parker.
- Mayor Pro Tem Parker expressed concern regarding the shortfall amount of \$273,000 and discussed the bid process.
- It was the consensus of Council to move forward with the project and discuss the policy at a later date.
- The City Council adopted Resolution 2021-052 to appropriate \$273,000 from the Park Development Fund, (Fund 250) for Project Design; awarded Design Services Agreement to David Volz Design in the amount of \$723,000 for Plans, Specifications and Estimates (PS&E) for Arovista Park Modernization; and authorized the City Engineer to make Change Orders in a "not-to-exceed" amount of 15% of the Agreement Price for contingency work.
- 26. City Council Code of Conduct Revisions**  
Council Member Vargas expressed concern that the Mayor seat is not rotational position and voted no on this item.
- The City Council adopted revisions to the City Council Code of Conduct.
- 27. Monthly Report of Cash and Investments for the City of Brea for Period Ended April 30, 2022**  
The City Council received and filed the Monthly Report of Cash and Investments for the City of Brea for Period Ended April 30, 2022.
- 28. Outgoing Payment Log and City Disbursement Registers for June 10 and 17, 2022**  
The City Council received and filed the Outgoing Payment Log and City Disbursement Registers for June 10 and 17, 2022.

Motion was made by Council Member Simonoff, seconded by Council Member Marick to approve Consent Calendar Items 18-28, noting a no vote on Item 26 (City Council Code of Conduct Revisions) from Council Member Vargas.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Vargas, Council Member Simonoff

Passed

## **CITY/ SUCCESSOR AGENCY - CONSENT**

### **29. Monthly Report of Cash and Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended April 30, 2022**

The City/Successor Agency received and filed the Monthly Report of Cash and Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended April 30, 2022.

Motion was made by Council Member Simonoff, seconded by Mayor Pro Tem Parker to approve City/Successor Agency Consent Calendar Item 29.

AYES: Mayor Hupp, Mayor Pro Tem Parker, Council Member Marick, Council Member Vargas, Council Member Simonoff

Passed

## **ADMINISTRATIVE ANNOUNCEMENTS**

### **30. City Manager**

City Manager Gallardo thanked Adam Loeser for serving on the Joint Fullerton/Fire Department for the last 10 years and as the Joint Fire Chief for last 3 years and wished him success in his new position with the City of Fullerton.

City Manager Gallardo introduced the new interim Fire Chief George Avery and briefly provided his career background.

### **31. City Attorney**

None.

### **32. Council Requests**

None.

## **COUNCIL ANNOUNCEMENTS**

None.

## **ADJOURNMENT**

Mayor Hupp adjourned the General Session at 10:31 p.m.

Respectfully submitted,

The foregoing minutes are hereby  
approved this 19th day of July, 2022.

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Lillian Harris-Neal, City Clerk

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Cecilia Hupp, Mayor



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**DATE:** 07/19/2022

**SUBJECT:** AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

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**RECOMMENDATION**

Make the following findings: (1) the City Council has reconsidered the circumstances of the COVID-19 state of emergency; and (2) the COVID-19 state of emergency continues to directly impact the ability of the members of the City's legislative bodies (including commissions and committees) to meet safely in person.

**BACKGROUND/DISCUSSION**

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. This proclamation is still in effect. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment; without having to use teleconference locations that are publicly accessible; and without having to identify teleconference locations on the agenda. Those special rules expired on September 30, 2021.

On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, Governor Newsom signed AB 361. In key part, this bill amended the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency makes two findings pursuant to Government Code Section 54953(e)(3). Like the special rules in the Governor's executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment; without having to use teleconference locations that are publicly accessible; and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled to be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 special Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has "reconsidered" the circumstances of a declared state of emergency. Second, there must be a finding that such emergency continues to directly impact the ability of legislative body.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Lillian Harris-Neal, City Clerk

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City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Accept a \$133,244.52 California Highway Patrol Cannabis Tax Fund Grant Program Award for DUI Enforcement Training

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**RECOMMENDATION**

Adopt a resolution accepting a State of California Cannabis Tax Fund Grant Program (CTFGP) Award for training in the areas of education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis, in the amount of \$133,244.52, for the one-year grant program which began July 1, 2022 and ends June 30, 2023.

**BACKGROUND/DISCUSSION**

The Police Department recently secured a State Cannabis Tax Fund Grant that funds various DUI enforcement-related training opportunities including Impaired Driving and Traffic Safety, Standardized Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), Drug Recognition Expert (DRE), and the National Highway Traffic Safety Administration (NHTSA) Lifesavers Conference. In addition, a small portion of this grant funds the Management Analyst's time spent managing the grant.

Fiscal Year	Personnel Costs	Travel Costs	Other Direct Costs	Total
2022-23	\$112,697.42	\$14,797.10	\$5,750.00	\$133,244.52

The grant funds the above for Fiscal Year 2022-23. Under the terms of the grant, the Brea Police Department will improve the Department's effectiveness by training police personnel in the area of drug and alcohol detection in order to more effectively identify and convict DUI drivers, as well as training Traffic personnel on best practices of traffic collision investigation.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed this item at its July 12, 2022, meeting.

**FISCAL IMPACT/SUMMARY**

Adoption of the attached resolution will result in a reimbursement of \$133,244.52 by the State and will offset the General Fund costs.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Jamie McDonald, Management Analyst  
Ryan Klug, Traffic Officer  
Concurrence: Dave Dickinson, Police Captain  
Adam Hawley, Police Chief

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**Attachments**

Resolution

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## **RESOLUTION NO. 2022-054**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$133,244.52 FROM THE STATE OF CALIFORNIA, DEPARTMENT OF HIGHWAY PATROL, CANNABIS TAX FUND GRANT PROGRAM, AND AMENDING THE FISCAL YEAR 2022-23 ANNUAL BUDGET**

#### **A. RECITALS:**

(i) The Brea Police Department, on behalf of the City of Brea, is interested in participating in the Cannabis Tax Fund Grant Program, which is made available through the California State Controller's Office and administered by the California Department of Highway Patrol (CHP) to support project categories in accordance with California Code of Regulations (CCR) Sections 1890.05 through 1890.07; and

(ii) Following the City's submittal of a proposal for the Program, the State of California CHP offered to award \$133,244.52 for the one-year grant program beginning July 1, 2021 and ending June 30, 2023; and

(iii) Grant funds will be used to fund training in the areas of education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis, as well as best practices of traffic collision investigation, and staff time; and

(iv) In order to be considered eligible to receive grant funding, the City must submit a completed Grant Agreement and a governing body Resolution providing approval to receive funding.

**RESO NO. 2022-054**  
July 19, 2022

**B. RESOLUTION:**

NOW THEREFORE, it is found, determined and resolved by the City Council of the City of Brea to:

(i) Authorize the City Manager or a designated representative to, on behalf of the City, accept grant funding in the amount of \$133,244.52 from the State of California CHP.

(ii) Authorize and direct the City Manager or a designated representative to execute the grant documents and to submit all documents, including, without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the grant.

(iii) Authorize and direct the City Manager or a designated representative to establish all required accounts and make any and all expenditures, appropriations, transfers, and/or distributions of funds on behalf of the City as are necessary and appropriate to carry out the purpose and intent of this resolution.

(iv) Certify that grant funds received hereunder shall not be used to supplant ongoing law enforcement expenditures.

**APPROVED AND ADOPTED** this 19th day of July 2022.

\_\_\_\_\_  
Cecilia Hupp, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**RESO NO. 2022-054**  
July 19, 2022

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 19th day of July 2022 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**RESO NO. 2022-054**  
July 19, 2022

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Agreement with Carbon Solutions for Upgrades to Electric Charging Stations at the Brea Civic & Cultural Center

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**RECOMMENDATION**

Authorize the Mayor to execute the agreement with Carbon Solutions.

**BACKGROUND/DISCUSSION**

City staff worked with Clipper Creek to install 3 Level II Electric Vehicle (EV) chargers in the parking structure at City Hall, which replaced several 1st generation EV chargers that were only able to charge a specific vehicle and was not universal. As EV car manufacture technology has advanced, a universal charging plug was incorporated into all the new vehicles being built. The Clipper Creek manufacturer offered this new technology, which allowed the City to continue to provide EV charging at the Civic Center to the public. However, when the City installed the Clipper Creek units, technology was limited and there was no ability to charge the EV user for their charging sessions. It was not an uncommon practice to charge the EV user for their usage throughout Southern California.

Over the past few years, there has been a significant increase in EV users on the road. With the increase of EV users, the chargers located at City Hall has been used more frequently. Now that it has become common practice to charge the EV user for their charging session, staff is recommending to remove the three (3) free chargers and replace the EV chargers with three (3) Level 2 Chargepoint CT4000 units. These new EV chargers would be managed by Carbon Solutions Group LLC (CSG). Staff is recommending CSG because there were no out-of-pocket costs from the City to upgrade these EV chargers. GSC would be responsible for all the installation costs to upgrade the chargers and manage the charger interface to charge the EV user for their charging session.

This agreement is for an initial 5-year term with a renewable extension for an additional two (2) consecutive terms of five (5) years. To extend the agreement, both parties would have to mutually agree to extend for the additional terms. If the term is not extended by the either party, then both parties would need to discuss either the removal of the stations, or for the units be sold to the City for fair market value at the time of termination. The City Attorney has reviewed the agreement and is amenable to the terms. CSG will be responsible for reimbursing the City for electricity consumed on a quarterly basis at a rate equivalent to the City's commodity cost of electricity.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their July 12, 2022 meeting and recommended to proceed.

**FISCAL IMPACT/SUMMARY**

CSG will be responsible to reimburse the City for electricity consumed on a quarterly basis at a rate equivalent to the City's commodity cost of electricity. Approval of this agreement will result in cost savings to the General Fund for electricity costs. Since the EV chargers are not currently monitored, the amount of additional savings is unknown.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Brian M. Ingallinera, Environmental Services Coordinator

Michael Ho, Public Works Director/Acting City Engineer

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**Attachments**

CSG Agreement

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## ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT

This ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_, 2022 (the “Effective Date”), is between Carbon Solutions Group LLC, a Delaware limited liability company, d/b/a (“CSG”), and the City of Brea, a California municipal corporation (“Host”). Each of CSG and Host is a “party,” and together they are the “parties,” to this Agreement.

### BACKGROUND

- A. CSG provides a variety of vehicle charging and support services to owners of electric plug-in vehicles (“EVs”);
- B. Having Electric Vehicle Charging Stations onsite allows Host to promote sustainable and environmentally-sound transportation;
- C. Host desires to participate in CSG’s network of Electric Vehicle Charging Stations; and
- D. This Agreement sets forth the parties’ agreement with respect to Host’s grant of a revocable license to CSG.

### AGREEMENT

In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. LICENSE;

- 1.1. Host Property. Host is the Owner of the property described in Exhibit A, attached hereto and made a part hereof (the “Host Property”).
- 1.2. Grant of License. Host, for good and valuable consideration, the sufficiency of which is acknowledged, grants to CSG a revocable license (the “License”) to use a certain portion of Host Property specifically identified in Schedule I of Exhibit A and herein referred to as (the “Licensed Space”) for the purposes described in this Agreement, including but not limited to those described in Section 1.3 below.
- 1.3. Use of Licensed Space. The License includes use of the Licensed Space and the areas of Host Property that are reasonably necessary to provide ingress and egress to and from the Licensed Space and the Electric Vehicle Charging Stations (as defined below) for the purposes of the construction, installation, maintenance, repair and operation of the grid integrated Electric Vehicle Charging Stations by CSG; and for any ancillary uses permitted herein, all in accordance with this Agreement) (collectively the “Necessary Space”);
- 1.4. Host Obligations. Subject to limitations contained herein, Host agrees to, at all times, make the Licensed Space and Necessary Space available to CSG, its subcontractors and vendors, and all users of the Electric Vehicle Charging Stations.

#### 2. TERM; TERMINATION

- 2.1. License Term.
  - 2.1.1. The term of the License (“License Term”) shall commence on the Effective Date and, subject to the provisions of Section 2.2 below, end on the date that is five (5) years from the Commencement Date (as extended from time to time, the “License Expiration Date”). The “Commencement Date” shall mean the date on which a CSG Electric Vehicle Charging Station is first operational on the Host Property. Within one (1) day after the Commencement Date, CSG shall give Host written notice of such date.
  - 2.1.2. Host and CSG shall have the right to extend the Term of this Agreement for two (2) consecutive terms of five (5) years each in accordance with the terms and provisions of this Agreement (collectively “Extended License Term”) by mutual consent, which consent may be granted or denied in each party’s absolute discretion, within one hundred eighty (180) days of the end of the existing License Term. The Extended License Term shall begin immediately following the end of the 5-year term.
- 2.2. Termination.
  - 2.2.1. Upon Certain Events. This Agreement may be terminated upon thirty (30) days’ written notice to either party without penalty or fee in any of the following circumstances:



- 2.2.1.1. In the case of termination by CSG, in the event that the Commencement Date has not yet occurred.; and
    - 2.2.1.2. In the case of termination by Host, in the event the Commencement Date has not occurred within twenty-four (24) months following the Effective Date; provided that the foregoing right shall terminate upon the Commencement Date.
  - 2.2.2. For Cause. This Agreement may be immediately terminated for cause by either party in the event of the following circumstances:
    - 2.2.2.1. *Breaches*. The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for forty-five (45) business days after receipt of written notice.
    - 2.2.2.2. *Assigns*. The other party attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement except as provided in Section 8.6 below.
  - 2.2.3. Licensed Space on Termination. Within a reasonable time following the expiration of the License Term or termination under Section 2.2, CSG shall remove the Electric Vehicle Charging Stations and any other supporting or ancillary equipment installed by CSG from the Licensed Space and restore the affected area to its former condition, excluding ordinary wear and tear; *provided, however,* that any underground electrical wiring shall be capped off and secured, but not removed. For the avoidance of doubt, CSG will not remove any equipment installed by a utility, which may include but may not be limited to: transformers, junction boxes, primary cable and conduit and electric meters and panels.
  - 2.2.4. No Further Obligations. Upon any termination pursuant to this ARTICLE 2, both parties are relieved of any further obligations contained in this Agreement, except for those that by their nature survive or may require performance after termination (e.g., indemnity).

### 3. ELECTRIC VEHICLE CHARGING STATIONS

- 3.1. Electric Vehicle Charging Stations; Ancillary Facilities.
  - 3.1.1. The design, make, model, and manufacturer of the Electric Vehicle Charging Stations (each an “Electric Vehicle Charging Station” or “Charging Station”) and their number and approximate locations are specified in Exhibit A. CSG, at any time and for any reason during the License Term, may elect to upgrade, revise, alter, or swap any Charging Station installed in the Licensed Space at its sole discretion and Host shall provide CSG access to the Licensed Property as necessary to do so.
  - 3.1.2. For purposes of this Agreement, “Electric Vehicle Charging Station” shall mean all electrical equipment, hardware, and software installed by CSG, the Charging Stations, all CSG signage and all supporting equipment and structures, including without limitation concrete pads and protective bollards.
- 3.2. Access. CSG, its subcontractors, vendors and customers shall have access to the Licensed Space and Necessary Space twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. CSG and its employees and vendors may, at any time during the Term, access the Licensed Space and Host Property to maintain, inspect, repair or replace any portion of the Electric Vehicle Charging Stations pursuant to its obligations under this Agreement. Signage at minimum will include what is legally required per law for electric vehicle charging stalls. Additionally, CSG may paint, place, erect, or project signs, marks, or advertising devices in, on, or about the Licensed Space or elsewhere on the Host Property upon obtaining Host’s written consent (which may be granted or denied in Host’s absolute discretion). CSG shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and CSG shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Further, CSG and Host also agree to place signage on or around the Electric Vehicle Charging Station, designating the area as “Electric Vehicle Charging Only,” and will take reasonable measures to discourage non-EVs from parking in the Licensed Space, including, without limitation, towing. Host agrees that it shall not place any signs, marks or advertising devices on any portion of the Electric Vehicle Charging Station or in the Licensed Space without CSG’s prior written consent (which may be granted or denied in CSG’s commercially reasonable discretion).
- 3.3. Installation.
  - 3.3.1. CSG, at its sole cost, is solely responsible for supervising or conducting the construction and installation activities for the Electric Vehicle Charging Stations, and, as between the parties, has sole control over construction, construction schedule, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work.

- 3.3.2. Host warrants that the site includes an existing 32 Amp electrical supply with a 40 Amp breaker that CSG will utilize for the new stations to be installed.
- 3.3.3. Before beginning activities to install the Electric Vehicle Charging Stations in the Licensed Space, CSG shall give a copy of the tentative construction schedule and installation plans to Host. No work will begin until all applicable permits and certifications have been obtained. Once all insurance coverages required by this Agreement are in place, CSG will oversee and manage the installation of the Electric Vehicle Charging Stations, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all CSG branded signage.
- 3.3.4. CSG, at its sole cost, will obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the Electric Vehicle Charging Stations, and Host will reasonably cooperate upon request with CSG's efforts to do so.
- 3.3.5. Host grants to CSG and its employees and vendors the non-exclusive right to use and occupy the Licensed Space and Host's adjacent property for the construction and installation of the Electric Vehicle Charging Station. CSG shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits, Host, and the terms of this Agreement. Only those materials and equipment that are being used directly in the construction and installation of Electric Vehicle Charging Stations shall be brought to and stored on the Licensed Space and its adjacent areas. CSG shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a manner that affords continuous, reasonable access to Host Property.
- 3.3.6. CSG will not permit or suffer any mechanic's or materialmen's liens to attach to the Host Property as a result of the installation of the Electric Vehicle Charging Stations. If such a lien attaches to the Host Property, CSG shall remove or bond over such lien at CSG's sole cost and expense, within twenty (20) days of CSG receiving written notice thereof from Host.
- 3.3.7. Ownership of Intellectual Property and Charging Stations. CSG owns all worldwide right, title, and interest in and to its Electric Vehicle Charging Stations, their related hardware, software, commodities and all derivatives thereof; any processes, relationships, and contracts associated therewith; all related graphics, user interfaces, logos, and trademarks reproduced during their operation; and all Intellectual Property rights therein. Host hereby assigns all such rights to CSG and agrees to execute any documents desirable to effectuate or evidence the foregoing. The foregoing rights shall vest with CSG upon the Effective Date and shall remain with CSG in perpetuity absent CSG's disposing or transferring of such rights at its sole discretion. CSG shall have the right to temporarily remove all or a portion of the Electric Vehicle Charging Stations at any time during the License Term, whether or not such items are considered fixtures and attachments to the Licensed Space under applicable laws. CSG shall have sole right and title to any government grants, rebates, incentives and credits awarded as a result of the construction and/or operation of the Electric Vehicle Charging Stations.
- 3.4. Operation and Maintenance. CSG will, at its sole cost and expense, maintain and operate the Electric Vehicle Charging Stations, including making all necessary repairs, arrange for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. CSG shall, other than expressly stated herein, be the sole beneficiary of all revenues and costs associated with the foregoing.
- 3.5. Host Obligations. Host shall, at its sole cost and expense, take all actions necessary to maintain the Licensed Space in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Host Property, including, without limitation, parking lot sweeping, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features within the Licensed Space. In addition, Host shall take reasonable precautions to protect the Electric Vehicle Charging Stations from graffiti and other vandalism. For the avoidance of doubt, Host shall be under no obligation to maintain the Electric Vehicle Charging Stations, signage or any other equipment installed by CSG within the Licensed Space. To the extent Host has actual knowledge of the same, Host shall promptly notify CSG and, as appropriate, emergency response personnel regarding any malfunction of the Electric Vehicle Charging Stations. Host shall make commercially reasonable efforts to accommodate any reasonable request by CSG in connection with the operation of the Charging Station.
- 3.6. Utility Availability.
  - 3.6.1. CSG shall be responsible for all electricity costs of the Electric Vehicle Charging Stations. CSG will reimburse Host for the electricity used by the Electric Vehicle Charging Station according to the Electricity Cost Reimbursement table in Exhibit A. Electricity usage shall be determined based on the charger internal metering devices which measure in kWh the electricity used by the Electric Vehicle Charging Stations.

- 3.6.2. Host shall reasonably cooperate with CSG to obtain electricity and any other utilities necessary to operate the Electric Vehicle Charging Stations, including by granting appropriate easements to local utility providers and/or obtaining necessary easements from adjacent property owners for the location of necessary utilities; *provided, however*, that Host is not required to pay money to satisfy the requirements of the utility, the adjoining landowner or CSG associated with the provision of such utilities.
- 3.6.3. Neither Host nor CSG has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located in the Licensed Space, unless the cause of the interruption is covered by the party's indemnity provided for in ARTICLE 7.
- 3.7. Taxes. CSG is solely responsible for personal property taxes imposed on the Electric Vehicle Charging Stations, and any other equipment installed by it, that is located in the Licensed Space. All other real or personal property taxes related to the Licensed Space, including any increase in real estate taxes on the real property on which the Licensed Space is located which arise from CSG's improvements and/or CSG's use of the Licensed Space, are the sole obligation of Host. Each party is responsible for its own income, franchise and similar taxes.

#### **4. INTELLECTUAL PROPERTY; PUBLICITY**

- 4.1. Intellectual Property. As used in this Agreement, "Intellectual Property" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, generic Top-Level Domain names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, generic Top-Level Domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge.
- 4.1.1. *Host Intellectual Property*. The parties agree that, as between them, Host has and retains ownership of all of Host's Intellectual Property, and CSG has no right, and shall not obtain any right, in any Host Intellectual Property.
- 4.1.2. *CSG Intellectual Property*. The parties agree that, as between them, CSG has and retains ownership of all of CSG's Intellectual Property, and Host has no right, and shall not obtain any right, in any CSG Intellectual Property.
- 4.2. Ownership of Drawings and Other Documents. All documents prepared by or under the direction of CSG pursuant to this Agreement, including, without limitation, drawings, surveys, technical drawings, specifications, and other documents, including those in electronic format, are solely and exclusively CSG Intellectual Property, and CSG retains all common law, statutory and other reserved rights, including the copyright.
- 4.3. Publicity.
- 4.3.1. CSG and Host may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by CSG or other third parties, regarding the execution of this Agreement and the status of the activities contemplated herein, *provided* each has the ability to review and approve in advance any use of its Intellectual Property by the other party in connection therewith.
- 4.3.2. Notwithstanding anything to the contrary within this Agreement, CSG may advise mapping services, the manufacturers of vehicle navigation systems, map data providers, and other third-parties of the existence, location, and other details of the Electric Vehicle Charging Stations at the Licensed Space so that such services and manufacturers may include such information in connection with their mapping and listing services and navigation systems; and CSG may disclose to the public information about the location of the Electric Vehicle Charging Stations and the progress of their construction as required by governmental authorities. In addition, the parties may provide copies of this Agreement or portions hereof to utility providers, governmental authorities, and/or third parties as reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement.

#### **5. REPRESENTATIONS AND WARRANTIES; COVENANTS**

- 5.1. Representations and Warranties. Each of Host and CSG hereby represents and warrants to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the License Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.
- 5.2. Rights to Host Property. Permitted Uses on Host Property.
- 5.2.1. Host further represents, warrants and covenants that it has obtained or it shall obtain any and all consents, permits or approvals required in order for Host to grant the License and other rights and perform its obligations under this Agreement, and for CSG to take the actions with respect to the Licensed Space contemplated in this Agreement, from any third parties: (i) with an interest in the Host Property (including, without limitation, any owner, lender, lessee, ground lessor, or any party to any reciprocal easement agreement); (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the Host Property; or who exercise governmental or regulatory jurisdiction over the Host Property, including local and state governments. When obtaining consent, permit or permissions is required, Host and CSG shall use cooperative commercially reasonable efforts to contact and educate the applicable third parties of the terms, conditions, and benefits of the activities proposed to be taken pursuant to this Agreement. As part of that effort, the parties will, on request, include applicable necessary third parties as additional named insureds on the insurance policies required by ARTICLE 6, offer appropriate indemnities on terms similar to those stated in ARTICLE 7, satisfy reasonable third party requests and concerns regarding the Electric Vehicle Charging Stations and related items, and take other commercially reasonable steps required to obtain any required consent, permits or permissions of those third parties that is consistent with this Agreement.
- 5.2.2. Host further represents and warrants that there are no liens, judgments, encumbrances or other impediments of title on the Host Property that would adversely affect the use or occupancy of the Licensed Space by CSG pursuant to this Agreement, and during the License Term covenants to maintain the Host Property free of any such liens, judgments, encumbrances or other impediments.

## **6. INSURANCE; CASUALTY AND CONDEMNATION**

- 6.1. CSG Insurance.
- 6.1.1. During the License Term, CSG shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:
- 6.1.1.1. Full replacement cost Property Insurance (written on a "special perils" basis) for the Electric Vehicle Charging Stations and all other personal property, machinery, equipment and trade fixtures owned by CSG;
- 6.1.1.2. Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000.00 per accident/per employee;
- 6.1.1.3. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds; CSG shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by Host, but only as to the negligent acts or omissions of CSG or the CSG Parties.
- 6.1.1.4. Automobile Liability with a combined single limit of \$1,000,000.00 that includes coverage for owned, non-owned and hired vehicles; and

- 6.1.1.5. \$5,000,000.00 in excess liability coverage per occurrence, for injuries, losses, claims for damages to persons or property occurring on the Licensed Space, and resulting from the use of the Electric Vehicle Charging Stations, the occupancy of the Licensed Space and/or the negligence of CSG and its agents, contractors, employees or invitees, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.
  - 6.1.2. With respect to CSG's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of the ownership, maintenance or use of the Electric Vehicle Charging Station or the Licensed Space.
  - 6.1.3. Annually, CSG shall provide Host with a certificate of insurance and endorsement, evidencing the required coverages.
- 6.2. Host Insurance
  - 6.2.1. During the License Term, Host shall maintain insurance in the following amounts:
    - 6.2.1.1. Full replacement cost Property Insurance (written on an "special perils" basis) for (1) the Host Property and all improvements thereon (including without limitation the Licensed Space and all electrical infrastructure for the Electric Vehicle Charging Station); and (2) all personal property, machinery, equipment and trade fixtures located at the Host Property or owned by Host; and
    - 6.2.1.2. Commercial General Liability insurance with a minimum combined single limit of liability of at least \$2,000,000 for personal injuries or deaths of persons occurring in or about the Licensed Space and Host Property.
  - 6.2.2. Annually, Host shall provide CSG with a certificate of insurance and endorsement, evidencing the required coverages, stating that the insurance is primary with regard to Host and naming CSG as an additional insured.
- 6.3. Policy Requirements. The insurance policies required under Sections 6.1 and 6.2 shall:
  - 6.3.1. be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Commencement Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies;
  - 6.3.2. contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein.
- 6.4. Waiver. Anything in this Agreement to the contrary notwithstanding, to the extent covered by any property insurance maintained (or required to be maintained) hereunder, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property, the Licensed Space, the Electric Vehicle Charging Stations, or any improvements on any of the foregoing, or to the personal property of either party, or their respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees, regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.
- 6.5. Casualty and Condemnation.
  - 6.5.1. Damage. If any portion of the Licensed Space is damaged by fire or other casualty; or any portion of the Host Property is damaged by fire or other casualty caused by the negligent act or omission of CSG, CSG will have thirty (30) days from date of such fire or casualty to elect to repair the property with notice of such intent delivered in writing to Host. If no written notice is received by Host within that thirty-day period, then either party may, within forty-five (45) days of the date of such fire or other casualty elect to terminate the License on written notice to the other party. If CSG elects to repair such property, it shall restore, rebuild, or replace those portions of the Electric Vehicle Charging Station in the Licensed Space and any other property damaged as a result of such fire or other casualty to its prior or better condition as necessary, and all property insurance proceeds of Host applicable to the Licensed Space shall be made available to CSG in connection with such repair and restoration. If CSG elects to terminate the License, it shall remove all of CSG's property from the Licensed Space in accordance with Section 2.2.2 of this Agreement. Any repair and restoration required by CSG under this Section 6.5.1 shall commence within sixty (60) days of the date CSG

elects to repair and restore the Licensed Space and shall be completed no later than 180 days thereafter.

- 6.5.2. Condemnation/Taking. If any portion of the Licensed Space or Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect the use of the Electric Vehicle Charging Stations, then CSG may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority. If CSG does not elect to terminate, the parties will use commercially reasonable efforts to find an alternate location for the Electric Vehicle Charging Stations elsewhere on Host Property. The costs of the relocation of the Electric Vehicle Charging Stations shall be shared by CSG and Host. CSG may file a separate claim to the condemning authority for any relocation award made as a result of such condemnation. All relocation awards made as a result of such condemnation shall be paid to CSG to the extent that the Necessary Space is affected.

## **7. INDEMNITY; LIMITATION OF LIABILITY**

- 7.1. CSG. Subject to Sections 6.4, and 7.3, CSG shall indemnify and hold harmless Host, its elected and appointed officials, employees, and agents (individually, “Host Party” and, collectively, the “Host Parties”) from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys’ fees and costs of collection (collectively, “Losses”) that arise out of or result from (i) any breach by CSG of its obligations, representations or warranties under this Agreement, or (ii) the willful misconduct or negligence of CSG, except to the extent arising out of or resulting from any willful misconduct or negligence of any Host Party or any installation or other activities conducted by a contractor, or other service provider designated by Host or by CSG per the express instructions of Host; and excepting any claims arising out of Host’s active negligence or willful misconduct. The obligations of CSG under this Section shall survive the expiration, cancellation, or termination of this Agreement and the License Term.
- 7.2. Host. Subject to Sections 6.4 and 7.3 hereof, Host shall indemnify and hold harmless CSG, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees (individually, “CSG Party” and collectively, the “CSG Parties”) from and against all Losses that arise out of or result from (i) any willful misconduct or negligence of any Host Party in connection with this Agreement or (ii) any breach by Host of its obligations, representations or warranties under this Agreement; and excepting any claims arising out of CSG’s active negligence or willful misconduct. The obligations of Host under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.
- 7.3. Limitation of Liability. In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its related parties for any special, indirect or consequential damages relating to the Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party’s total liability for any and all liability to the other party and to such other party’s affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees (on an aggregate basis) arising out of or in connection this Agreement whether in contract or in tort (including negligence and strict liability) shall not exceed the greater of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) or, if insurance coverage is applicable, the insurance coverage limits required under this Agreement. The provisions of this Section 7.3 shall apply to the full extent permitted by law and shall survive expiration or termination of this Agreement. The limits of this Section 7.3 shall not apply to a party’s obligations pursuant to Section 7.2, to the Liquidated Damages calculation in Section 5.2.

## **8. MISCELLANEOUS**

- 8.1. Brokers. CSG hereby represents to Host that CSG has dealt with no broker in connection with this Agreement. Host hereby represents to CSG that Host has dealt with no broker in connection with this Agreement. Each party agrees to indemnify and hold the other party, its members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents harmless from all claims of any brokers claiming to have represented such party in connection with this Agreement.

- 8.2. Independent Agreements. The parties acknowledge and agree that the rights and obligations under the Agreement are separate and independent from, and shall not be conditioned on or affected by the performance or non-performance of the terms of, any other agreement between CSG and Host.
- 8.3. Survival of Covenants. The covenants, representations and agreements of Sections 2.2.3, 2.2.4, 3.5, 3.6, 4.1, 4.2, 4.3.2, 5.1, and 6.4, ARTICLE 7, and ARTICLE 8 shall survive the expiration, termination or cancellation of this Agreement, regardless of reason.
- 8.4. Ancillary Services. CSG shall hold all right and title to any ancillary services related to the production or consumption of electricity connected to the operation of the charging stations.
- 8.5. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as follows:

If to CSG:

CSG EV LLC  
600 B Street Suite 300  
San Diego, CA 92101  
Attn: Kory Trapp, V.P. Project Development

If to Host:

City of Brea  
1 Civic Center Circle  
Brea, CA 92821-5732  
Attn: \_\_\_\_\_

Each party may change its address for notice by giving notice thereof to the other party.

- 8.6. Assignment. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Neither party may assign its rights and obligations in and under this Agreement without first obtaining prior written consent of the other party, which shall not be unreasonably withheld.
- 8.7. Independent Entities. The parties shall act as and remain independent entities in the performance of this Agreement. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.
- 8.8. Host Consents. Host's City Manager is authorized to grant or deny consents required of Host under this Agreement.
- 8.9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California without giving effect to conflict of law rules. The parties further agree that all actions brought under this Agreement shall be brought in the courts located in Orange County, California.
- 8.10. Further Assurances. Each party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
- 8.11. Force Majeure. Change in Law. Neither party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act, or omission of carriers, suppliers or other similar causes including delays or cancellations by vendors of technology, materials or components related to the project beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for CSG to perform its obligations under the Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, CSG may, at its option, immediately suspend performance under the Agreement and/or terminate the Agreement upon notice to Host and without penalty.

- 8.12. Attorneys' Fees; Waiver of Jury Trial. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees. The parties hereby waive any and all rights which either party may have to request or require that a jury determine any fact, matter, controversy, dispute or litigation between them, or render any judgment or decision, in any way concerning this Agreement, and agree that any and all litigation between them arising from or in connection with this Agreement shall be determined by a judge sitting without a jury.
- 8.13. No Waiver. The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.
- 8.14. No Third Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.
- 8.15. Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under applicable law, in equity or otherwise.
- 8.16. Integration; Amendments. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.
- 8.17. Severability. If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.
- 8.18. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.
- 8.19. Construction. The headings in this Agreement are inserted for convenience and identification only. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement.
- 8.20. Agreement. The Agreement expresses the mutual intent of the parties to this Agreement and the rule of construction against the drafting party has no application to this Agreement.

Effective as of the date first set forth above.

HOST:

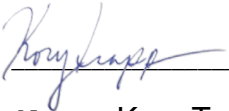
City of Brea,  
a California municipal corporation

By: \_\_\_\_\_  
Cecilia Hupp, Mayor

CSG:


CARBON SOLUTIONS GROUP LLC,  
a Delaware limited liability company



By: 

Print Name: Kory Trapp

Title: Manager

By: 

Print Name: Matthew Hay

Title: Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

## EXHIBIT A

### DESCRIPTION OF HOST PROPERTY

Description of Host Property: See table below

Count	Location
1	City of Brea City Hall

Number and Type of Electric Vehicle Charging Stations to be located on Licensed Space:

Charger Type	Charger Capacity	Quantity
Level 2 ChargePoint CT4000	7.2 kW or similar	03

Electricity Cost Reimbursement table:

Unit	Unit cost
kWh	CSG will reimburse Host for electricity consumed on a quarterly basis at a rate equivalent to the City's Commodity Cost of electricity*

\*The electricity Commodity Cost is the then-current kWh rate at which the City pays for electricity, and does not include fixed charges such as demand or monthly charges.

**Schedule I**

**IDENTIFICATION OF LOCATION OF LICENSED SPACE AND ELECTRIC VEHICLE  
CHARGING STATIONS**

Charger stations will be installed in place of existing stations at City Hall.

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Authorization to Execute Contractual Services Agreement Between City of Brea and NEOGOV for Recruitment and Onboarding Software Services

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**RECOMMENDATION**

Approve recommendation that the City Council execute contractual services agreement between the City of Brea and GovernmentJobs.com, Inc. ("NEOGOV") and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360). This new Human Resources Information Management software agreement would significantly improve the City's recruitment and hiring process and allow for further efficiencies by creating an electronic onboarding process.

**BACKGROUND/DISCUSSION**

Currently, the City uses two internally developed Human Resources Management software application systems. The Personnel Applicant Tracking System (PATS) is currently used to facilitate online applications. This program is also used to track applicants throughout the hiring process and host all online job descriptions and salaries. There is a separate program known as InfoPath that is used to electronically capture notes during oral panel interviews, to display applicants' job applications and to tabulate applicant ratings. These internal software programs were developed over fifteen (15) years ago. Although the systems have served the organization well, their limitation has become increasingly apparent as older technology has resulted in a number of issues with compatibility, operational efficiency, and integration with newer versions of other City programs and software systems.

NEOGOV is a comprehensive HRIS (Human Resources Information System) applicant tracking software, which will allow the Human Resources division to improve the recruitment and hiring process and facilitate efficiencies in the onboarding program. NEOGOV is a system which has been geared towards public and higher education sectors for hiring and onboarding. They are the market and technology leader in on-demand human resources software, which offers a more developed product than the current internally developed software application used for applicant tracking.

NEOGOV's Human Resources software automates the entire hiring, onboarding, training and performance evaluation process. The NEOGOV suite supports organizations through the entire employee lifecycle. Human Resources is looking to use this software to automate the entire employee tracking and onboarding process. This software is the gold standard for all municipal Human Resources management software needs.

The Insight module is NEOGOV's applicant tracking system which automates the hiring process. It has easy-to-use job application templates and an applicant self-service portal. With the integration on NEOGOV's online job board, Governmentjobs.com, Insight will allow the City to broaden its reach by advertising to job seekers nationwide.

The onboarding module will allow the City to process hiring documents online for newly hired employees. This will enable new hires to become more productive from their first day on the job by streamlining new hire paperwork, processes and training. This will provide time savings by allowing the applicant to complete new-hire paperwork prior to starting work, and allow City staff to electronically process new-hire information.

NEOGOV currently has several additional modules, which would allow the City of Brea a future expansion to include the Perform module, which will track employee performance and automates annual and probationary evaluations. The City Council previously approved a decision package authorizing the City to purchase this software and appropriated funds in Fiscal Year 2021-22.

#### **COMMISSION/COMMITTEE RECOMMENDATION**

This item was reviewed at the July 12, 2022 Finance Committee meeting and was recommended for approval by the City Council.

#### **FISCAL IMPACT/SUMMARY**

The cost of this software over a three-year contract averages \$22,469 per year for a total cost of \$67,407. The cost of the annual licensing fee for this software is \$20,904 in the first year, \$20,724 in year two and \$25,780 in year three of the contract. Funding will be charged fifty (50) percent to the General Fund (110) and fifty (50) percent to the Risk Management Fund (470).

This agreement was approved by City Council during Fiscal Year 2021-22. This cost can be absorbed in the Human Resources Division General Fund (110) budget for FY 2022-23. No additional budget appropriation is needed at this time.

#### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Kristin Griffith, Administrative Services Director

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#### **Attachments**

Agreement - NEOGOV

Contract Order Form

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## NEOGOV SERVICES AGREEMENT

V020121

You agree that by placing an order through a NEOGOV standard ordering document (the "Order Form" or "Ordering Document") you agree to follow and be bound by the terms and conditions set forth herein. "[Governmentjobs.com](https://www.governmentjobs.com)", "NEOGOV", "we", and "our" means [Governmentjobs.com](https://www.governmentjobs.com), Inc. for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) and, where applicable, its affiliates; "Customer", "you", "your" means the [Governmentjobs.com](https://www.governmentjobs.com) client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, "you" and "your" as used in these agreement terms shall refer to such entity. "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement (the "Services Agreement"), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any). [The parties agree there are no "Special Conditions" applicable to this Agreement.]

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document or use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
  - a) **Subscription Grant.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to Customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
  - b) **Delivery and Subscription Term.** NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for up to five (5), successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time, but no later than seven (7) business days following the Effective Date unless otherwise agreed.
  - c) **Content and Program Documentation.** Should Customer purchase access to SaaS Applications containing audio-visual content ("Licensed Content"), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program



Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

- d) **Service Levels.** NEOGOV understands and agrees that Customer is a public entity and that the Services are paid for with public funds. Therefore, in order to ensure accountability to the public and that the public is receiving the level of performance of online services for which public funds are being paid, NEOGOV agrees that its subscription services shall maintain a level of "Uptime Availability" in accordance with the NEOGOV Service Level Warranties ("SLA") attached hereto as Exhibit A.
  - e) Customer shall have access to any and all Customer Data stored or maintained by NEOGOV on a "24/7/365" basis, except as detailed in the SLA, or any period of *force majeure*
3. **Professional Services.** "Professional Services" shall mean consulting, training services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. [There are no professional services to be performed under Order Form Q- 04367.]
4. **Payment Terms.** Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Ordering Document. Unless explicitly provided otherwise herein, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer's employee count. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service. If Customer issues a purchase order, then it shall be for the full undisputed amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.
5. **Term and Termination.**
- a) **Term.** Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
  - b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services, following not less than thirty (30) days' prior, written notice to Customer that Customer Data, if any, is available for downloading at no additional cost. After such thirty (30) day period, or if directed by Customer, NEOGOV shall delete any remaining Customer Data using a method that complies with NIST SP800-88, or any successor standard thereto, or otherwise as agreed to by Customer.
  - c) **Termination for Non-Appropriation.** Notwithstanding any provision of this Agreement, NEOGOV understands and agrees that Customer is a California public entity and is subject to the California Constitutional Debt Limit restriction. During any fiscal year during the term hereof, should Customer's City Council fail to appropriate sufficient funding for this Agreement for the following fiscal year, then Customer may terminate this Agreement



without penalty or payment acceleration of any kind by providing Company with not less than thirty (30) days' prior, written notice of termination. Upon termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property.

6. **Service Specifications.** "Service Specifications" means Program Documentation, Service Schedules, Security Statements, and Service Level Warranties if applicable. The Service Specifications describe and govern the Services and are incorporated herein by reference. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer request. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.
7. **Maintenance; Modifications; Support Services.**
  - a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
  - b) **Training Materials; Support.** Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). During the Term of the Agreement, the Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
  - c) **Implementation.** For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Authorized User Admins grasp the system.
  - d) **Support.** Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is dependent on the type of case as described in the SLA.
  - e) **Limitations.** Unless otherwise specified in the Ordering Document, or herein, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
8. **NEOGOVI Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOVI Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOVI Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. "Trademarks" shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered. Nothing in this Agreement shall authorize NEOGOV to use any Customer Trademark for any purpose without Customer's prior, written consent.
9. **Data Processing and Privacy.**
  - a) **Customer & Platform Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's



provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. Customer Data also includes all Customer data collected, used, processed, stored, or maintained by NEOGOV as the result of Customer's use of the Services. Except where subject to a third party's intellectual property rights, all Customer Data is and shall remain the sole and exclusive property of Customer and all right, title, and interest in the same belongs to Customer. All Job Seekers' and other third parties' data made available to NEOGOV in connection with the Services (Third Party Data") is solely owned by such persons and may include, but is not limited to, personally identifiable information ("PII") collected, used, processed stored, or generated as the result of their use of the Services, and, without limitation, any information that identifies any such individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Notwithstanding NEOGOV's Privacy Policy, NEOGOV shall not sell, handle, store, transmit, or disseminate Customer Data except for the sole purpose of providing NEOGOV's services herein except as otherwise provided herein or consented to by such individuals. Subject to the foregoing, Customer grants NEOGOV a license solely to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. "Platform Data" shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing, and that has been "anonymized." The Parties understand and agree that it is technologically difficult to render data truly "anonymous". Therefore, as used in this Section 9(a), the term "anonymized" means and refers to use of technology that irreversibly alters data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3. Use of "Platform Data" derived from Customer Data is only permitted provided all Customer Data to be used is rendered "anonymized data", as referenced above, whether or not Customer Data includes personally identifiable information.

NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access, and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may (i) make Platform Data publicly available in compliance with applicable law, and (ii) use Platform Data to the extent and in the manner permitted under applicable law.

- b) **Privacy Policy; Data Processing Agreement.** NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU"), or has Authorized Users accessing the Services from the EU, the NEOGOV Data Processing Addendum ("DPA") available at <https://www.neogov.com/service-specifications> is incorporated herein by reference.
- c) **Data Responsibilities.** Except as provided herein, Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless vital to provide the Services or otherwise agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
- d) **Breach Notice.** In the event of a data or security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will initiate remedial actions and notify Customer of the breach as required by and in compliance with applicable law. NEOGOV's notification of, or response to, a data breach under this Section will not be construed as an acknowledgement by NEOGOV of any fault or liability with respect to the breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV of the breach and steps you will take to remedy the breach as



soon as possible. Customer is solely responsible for complying with data breach notification laws applicable to the Customer and fulfilling any third-party notification obligations related to any data breach(es).

Notwithstanding the foregoing, in the event of any act, error or omission, negligence, misconduct, or breach of NEOGOV's security obligations under this Section 9 that permits any unauthorized access to, or that compromises (i) the security, confidentiality, or integrity of Customer Data while under the control of, while being used by, or while being stored by a third party on behalf of NEOGOV; or (ii) the physical, technical, administrative, or organizational safeguards put in place by NEOGOV that relate to the protection of the security, confidentiality, or integrity of Customer Data, NEOGOV shall, as applicable: (a) notify Customer as soon as practicable but no later than seventy-two (72) hours of becoming aware of such occurrence; (b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials reasonably required for Customer to comply with applicable law or as otherwise reasonably required by Customer; (c) in the case of PII, and solely to the extent required by applicable law, (i) notify the affected individuals whose information comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82; or, (ii) reimburse Customer for any reasonable costs in notifying the affected individuals; (d) in the case of PII, and solely to the extent required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law; and (e) perform or take any other actions required to comply with applicable law as a result of the occurrence. Notification to affected individuals, as described above, shall comply with applicable law.

- e) Cloud - Based Storage. Unless otherwise agreed to in writing by Customer, any and all cloud-based storage of Customer Data and Third Party Data shall be within the continental United States and shall be in compliance with ISO/IEC 27001 - 27002. Cloud-based storage of PII shall be in compliance with ISO/IEC 27017 - 27018.
  - f) Subject to the provisions of Section 9(d), above, at all times herein, NEOGOV shall perform the Services in accordance with this Agreement, and otherwise in compliance with all applicable local, State, and federal laws, statutes, and regulations, and industry standards. At all times, NEOGOV shall comply with California Civil Code Section 1798.80, et seq., and the California Consumer Privacy Act of 2018, Civil Code Section 1798.100, et seq.
10. Subcontractors; Third Party Products. NEOGOV may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor"). "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services. The Services may permit access to Third-Party Products. For purposes of this Services Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products. NEOGOV cannot guarantee the continued availability of such Third-Party Products and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Product ceases to make the third-party application available for interoperation with the corresponding NEOGOV Service in a manner acceptable to NEOGOV.
11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, (c) all Customer Data, and (d) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, or any subpoena or court order, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.
12. Representations, Warranties, and Disclaimers.
- a) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.



- b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
  - c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
  - d) Services Do Not Constitute Advice or Credit Reporting. NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV REPRESENTS THAT IT IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
  - e) Configurable Services. The Services can be used in ways that do not comply with applicable laws and it is Customer's sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer. Customer acknowledges that NEOGOV exercises no control over specific human resource practices implemented using the Service or Customer's decisions as to employment, promotion, termination, or compensation of any personnel or Authorized User of the Services. Customer further agrees and acknowledges that NEOGOV does not have a direct relationship with Customer employees and that Customer is responsible for all contact, questions, Customer Data updates and collection, with Customer employees.
13. Customer Compliance. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer's use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement, except Customer's use of the Services in compliance with this Agreement that is alleged by any third person to constitute infringement of any intellectual property right.
14. Indemnification.
- a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will hold harmless defend the Customer, its elected officials, officers, employees, and agents ("Indemnitees") against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV (which shall not include entry of judgment against any Indemnitee without their consent), including payment of reasonable attorneys' fees and costs, if Customer does the following:
    - i) Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
    - ii) Gives NEOGOV sole control of the defense and any settlement negotiations; and



- iii) Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.
- b) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- d) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- f) **Cyber Insurance.** Throughout the term of this Agreement, NEOGOV shall have and maintain cyber liability insurance, as follows: cyber liability (\$2,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of Customer Data; (ii) data breach including theft, destruction, and/or unauthorized use of Customer Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of Customer Data.

#### 15. Limitations of Liability.

- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) **CAP ON MONETARY LIABILITY.** WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITIES ARISING OUT OF EITHER PARTY'S EXPRESS INDEMNITY OBLIGATIONS, LIABILITY TO THE EXTENT ARISING OUT OF A BREACH BY NEOGOV OF ITS DATA SECURITY OBLIGATIONS UNDER SECTION 9 ABOVE, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF ITS EXPRESS INDEMNITY OBLIGATIONS EXCEED TWO (2) TIMES THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. FURTHER, NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL NEOGOV'S TOTAL LIABILITY TO THE EXTENT ARISING OUT OF A BREACH OF ITS DATA SECURITY OBLIGATIONS UNDER SECTION 9 ABOVE EXCEED FOUR (4) TIMES THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT



DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

16. E-Signatures.

- a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services ("E-Signatures") are provided by NEOGOV for two counterparties (generally a government employer (the "sending party") subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
- b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOGOV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.
- c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.
- d) E-Signature Validity. PLEASE NOTE THAT NEOGOV'S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE'S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV'S E-SIGNATURES.

17. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

18. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the



Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.

19. **Publicity.** Each party hereto may disclose its relationship with the other party under this Agreement provided, however, that any further use of Customer's name, and any use of any of Customer's marks, logos, or seal by NEOGOV shall require Customer's prior, written consent.
20. **Force Majeure.** Neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other or by any other person or entity as a result of delay in or inability to deliver any required performance hereunder due to circumstances or events beyond either party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; (h) actions or failures to act on the part of a governmental authority, excluding Customer; or (i) pandemic resulting in the issuance of any governmental health order such as "stay at home" orders or similar binding orders preventing a party's performance.
21. **Independent Contractor; Third Party Agreements.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Each party acknowledges that nothing in this Agreement gives either party the right to bind or commit the other party to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
22. **Entire Agreement; Amendment.** This Services Agreement and documents incorporated herein, the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any terms or conditions not expressly set forth herein or in the Ordering Document, shall not be binding or have any force or effect. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGO purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the NEOGOV Services Agreement and incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement and/or any online terms and conditions associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the part(ies) to be bound.
23. **General.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of law rules. Venue for any legal action arising out of this Agreement shall be the Superior Court of the County of Orange, California. If any provision of this Agreement is held to be illegal or unenforceable, upon written agreement of the parties, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to limitation of liability, indemnification, payment, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Each party represents and warrants to the other party that (i) the person signing this Agreement has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or



understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. Neither party may assign this Agreement, without the express written approval of the other and any attempt at assignment or subcontracting in violation of this Section shall be null and void; provided, however, that either party may assign this Agreement to its affiliates, subsidiaries and parent companies by notifying the other party in writing but without requiring the other party's consent. In the event that such assignment is made by a party to an affiliate, subsidiary, or parent company pursuant to the preceding sentence, the assigning party must provide the non-assigning party with written notice within thirty (30) days of such assignment, and the non-assigning party shall have thirty (30) days from its receipt of such notice to terminate this Agreement (without further liability or obligation solely on account of such termination) in the event the assignee is (i) debarred, suspended, excluded or disqualified from doing business with the non-assigning party or the United States Government; (ii) listed on the Excluded Parties List System maintained by the General Services Administration of the United States Government (found at [www.epls.gov](http://www.epls.gov)); or (iii) a person with which U.S. persons are prohibited from transacting business of the type contemplated by this Agreement or with which U.S. persons must limit their interactions to types approved by the US Department of Treasury, Office of Foreign Assets Control (OFAC), such as by U.S. law, executive order, trade embargo or restriction, economic sanction, or lists published by OFAC. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature: _____	Signature:  _____
Print Name:	Print Name: Ana Alfaro
Date:	Date: 07/13/2022

**EXHIBIT A**  
**NEOGOV Service Level Warranties**

1. Definitions. For purposes of this Contract, the following definitions shall apply:
  - a) "Non-excluded Downtime" means a period of downtime that is not Excluded Downtime.
  - b) "Excluded Downtime" means (i) Scheduled Downtime; (ii) any period of unavailability lasting less than 10 minutes, not to occur more than once per month; (iii) issues arising from components controlled by the Customer (or its vendors, contractors or service providers) and their performance or failure to perform which impair or disrupt Customer's connections to the Internet and the transmission of data as reasonably determined by NEOGOV after an investigation into the issue; (iv) that resulted from any actions or inactions of Customer or any third parties; and (v) unavailability of features or functions which would be considered a Level 1 or Level 2 severity level under the table in Section 2 below.
  - c) "SaaS Application" means each proprietary NEOGOV web-based software-as-a-service application subscribed to by Customer.
  - d) "Scheduled Maintenance" shall mean a period of time where the System is unavailable to Customer, and/or any third party, in order for NEOGOV to perform maintenance of the System. System maintenance includes, but shall not be limited to (i) adding, modifying, or upgrading equipment software and/or System source code, and; (ii) adding, modifying, or upgrading equipment.
  - e) "Service Credit" shall mean a percentage of Service Fees to be credited to Customer if NEOGOV fails to meet a Service Level, as set forth in this SLA. Once Service Credit equals 1/365 of the total fees paid for the SaaS Application
  - f) "Service Level" means a performance standard NEOGOV is required to meet in providing the Services, as set forth in this SLA.
  - g) "Uptime" means the percentage of total time in a calendar month that the hosted environment is available. Uptime is calculated as the sum of available time minus Non-excluded Downtime minus Excluded Downtime divided by total time minus Excluded Downtime, expressed as a percentage.
2. Customer Obligations. The Customer's responsibilities and obligations in support of this SLA include the following:
  - a) Providing information and authorizations as required by NEOGOV for performing the Services.
  - b) Adhering to policies and processes established by NEOGOV for reporting service failures and incidents and prioritizing service requests.
  - c) Paying fees and costs as required by any master agreement or scope of work.
  - d) In order to receive any of the Service Credits described herein, Customer must notify NEOGOV within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.
3. NEOGOV Obligations; Service Levels; Service Credits.
  - a) Customer Service Response. NEOGOV will provide telephone customer support Monday through Friday excluding NEOGOV holidays. If the NEOGOV support desk is unable to resolve the issue within the time limits specified herein, the case shall be escalated to the appropriate teams.



Target Response and Resolution Times		
Severity	Issues/Factors Determining Severity	Initial Acknowledgment <sup>1</sup>
Level 1	<ul style="list-style-type: none"> <li>• Functionality, system use questions.</li> <li>• Enhancement requests</li> <li>• Data Privacy inquiry</li> </ul>	< 72 hours
Level 2	<ul style="list-style-type: none"> <li>• Problem does not impact or has low impact to customer operations.</li> <li>• Can conduct daily work.</li> <li>• No error messages.</li> <li>• There is a work around.</li> </ul>	< 24 hours
Level 3	<ul style="list-style-type: none"> <li>• No work around solution.</li> <li>• Moderate system impact.</li> <li>• Moderate data security, availability, or integrity impact.</li> <li>• Hot-fix required</li> </ul>	< 4 hours
Level 4	<ul style="list-style-type: none"> <li>• Critical error that leads to work stoppage or significant error in processing candidates</li> <li>• System outage due to NEOGOV software or hardware</li> <li>• Problem puts user or customer information at risk.</li> <li>• Multiple Customers reporting a safety issue.</li> <li>• Unauthorized access to customer or job seeker data.</li> </ul>	< 2 hour

- a) **Standard Service Levels/Warranty.** The SaaS Application, Resolution Times and Acknowledgment Times (the “Service Levels”) must meet the standards described in this section. If Service Levels degrade to a level of non-compliance during the periods specified, Customer may request a Service Credit and NEOGOV must take the necessary steps to bring the system back to the required level unless Customer determines that factors outside NEOGOV’s control are the cause. Only one Service Credit can be applied within a twenty-four (24) hour period. Any and all customer credits shall be attributed to the month period subsequent to the month in which the credit is requested by Customer. The aggregate maximum number of Service Credits to be issued by NEOGOV to Customer for any and all Downtime periods that occur in a single calendar month shall not exceed five (5) Service Credits. A Service Credit shall be issued in NEOGOV’s invoice in the year following the Downtime, unless the Service Credit is due in Customer’s final year of service. In such case, a refund for the dollar value of the Service Credit will be mailed to Customer. In no case will the Service Credits due to Customer for a month exceed the amounts paid by Customer to NEOGOV. In the event Customer terminates this contract with Service Credits still owed to Customer, NEOGOV shall compensate Customer for the monetary value of these Service Credits.

Examples: If Customer experiences one Downtime period, it shall be eligible to receive one Service Credit. If Customer experiences two Downtime periods, from multiple events at least twenty-four (24) hours apart, it shall be eligible to receive two Service Credits.

Service Level Warranties			
Service	Measurement	Service Level	Service Credit
SaaS Application	SaaS Application Uptime	99.8% in three (3) months during consecutive six (6) month period.	In addition to all other remedies available to Customer, Customer shall be entitled to terminate this Agreement for a material breach upon written notice to NEOGOV with no further liability, expense, or obligation to NEOGOV, provided that Customer notifies NEOGOV within thirty (30) days of the conclusion of the third (3rd month in which the Services were not available 99.8% of the time). Customer is entitled to prorate refund from date of termination within 30 days of the termination date.
SaaS Application	SaaS Application Uptime	99.8%	10% of monthly SaaS Application Fees
Target Resolution	Target Resolution Time	100%	8% of monthly SaaS Application Fees

<sup>1</sup> During standard business hours.  
Page 12 of 13

Level 4			
Level 3 Severity Resolution	Target Resolution Time	100%	5% of monthly SaaS Application Fees
Customer Support	Initial Acknowledgment	95% in calendar month	.5% of monthly SaaS Application Fees



A photograph of four diverse professionals (three men and one woman) smiling and interacting in front of a brick wall. The image is used as a background for the top half of the slide.

# NEOGOV

## HUMAN RESOURCES MANAGEMENT SUITE

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*for the public sector*

## Exhibit A Order Form

# NEOGOV

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")  
300 Continental Blvd, Suite 565  
El Segundo, CA 90245  
United States  
billing@neogov.com

Customer:

Brea, City of (CA)  
1 Civic Center Cir  
Brea, CA 92821-5732  
USA

Quote Valid From: 07/13/2022  
Quote Valid To: 07/31/2022

Quote Number: Q-04367  
PaymentTerms: Annual,Net 30

Employee Count: 417  
Order Summary

Year 1

Service Description	Start Date	End Date	Term Price
Custom Bundle			\$14,404.00
Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,			
Year 1 TOTAL:			\$14,404.00

Year 2

Service Description	Start Date	End Date	Term Price
Custom Bundle			\$20,724.00
Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,			
Year 2 TOTAL:			\$20,724.00



Year 3

Service Description	Start Date	End Date	Term Price
Custom Bundle  Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,			\$25,780.00
Year 3 TOTAL:			\$25,780.00

Year 1

Service Description	Start Date	End Date	Term Price
Custom Bundle Setup and Training			\$6,500.00
Year 1 TOTAL:			\$6,500.00

**ORDER TOTAL:** **\$67,408.00**

#### A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

#### B. Special Conditions (if any).

- Initial Term: 36 months

**"Brea, City of (CA)"**

**NEOGOV**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Ana Alfaro

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

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

07/13/2022

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 07/19/2022  
**SUBJECT:** Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2022-23

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**RECOMMENDATION**

Authorize the Purchasing Agent to issue purchase orders in an amount not-to-exceed \$1,407,500 for various City vehicles and equipment described in the Annual Vehicles Replacement Plan for Fiscal Year (FY) 2022-23.

**BACKGROUND/DISCUSSION**

Each fiscal year, the vehicles used by various City departments are assessed to determine whether it is best to continue maintenance, retire, replace, or add new units. The determining factors include excessive mileage, unit hours, service life expectancy, maintenance cost history, safety and environmental impacts. The attached equipment list indicates the replacements or additions that were approved by the City Council as part of the FY 2022-23 Operating Budget. This list provides the equipment descriptions, quantities, estimated costs and departments where they will be assigned. The Purchasing Division will solicit bids for the listed equipment per the formal bidding requirements of the Brea Municipal Code, utilize competitively bid national cooperative agreements, or piggyback contracts to obtain the best available pricing.

Staff requests that City Council authorize the Purchasing Agent to issue purchase orders. Each fiscal year, the vehicles used by various City departments are assessed to determine whether it is best to continue maintenance, retire, replace, or add new units. The determining factors include excessive mileage, unit hours, service life expectancy, maintenance cost history, safety and environmental impacts. The attached equipment list indicates the replacements or additions that were approved by the City Council as part of the FY 2022-23 Operating Budget. This list provides the equipment descriptions, quantities, estimated costs and departments where they will be assigned. The Purchasing Division will solicit bids for the listed equipment per the formal bidding requirements of the Brea Municipal Code, utilize competitively bid national cooperative agreements, or piggyback contracts to obtain the best available pricing. All the vehicle trade-in values have been reflected in the calculation cost provided in the vehicle and equipment purchase plan breakdown spreadsheet. The fire engines and fire truck have not been included into the vehicle and equipment breakdown spreadsheet because staff is waiting for the specifications from the vendor to provide an accurate cost to purchase the vehicles. Once staff is able to provide complete updated costs for the fire equipment these vehicles will be brought back to Council for your approval.

Staff requests that City Council authorize the Purchasing Agent to issue purchase orders immediately after completing the best available pricing analysis without the need to return to City



Council for approval of the individual awards for the following main reasons:

- Ensure the needed equipment is replaced in a timely fashion and without interruption in service
- Meet manufacturer production cutoff dates
- Take advantage of incentives and discounts
- Expedite the purchase of these items

Should any of the listed equipment be limited to a single source, the Purchasing Agent will verify and document the reasons for the sole source procurement prior to award.

To help facilitate operational and budgetary requirements, staff requests that City Council authorize the Fleet Supervisor and Purchasing Agent to make changes in the type and quantity of the listed equipment, subject to budget appropriations and the not-to-exceed amount requested.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their July 12, 2022 meeting and recommended to proceed.

**FISCAL IMPACT/SUMMARY**

The City Council adopted Fiscal Year 2022-23 Budget has sufficient funding available for the requested not-to exceed amount for these purchases in the Public Works Department, Equipment Maintenance Division, expenditure account in Mobile Equipment (480-51-5161-4641), Field and Shop Equipment (480-51-5161-4621), Community Benefit & Economic Development Fund (140-21-2131-4641) and General Fund (110-22-2211-4641 and 110-22-2231-4641).

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Rudy Correa, Superintendent – Fleet/Water/Equipment

Concurrence: Michael Ho, P.E., Public Works Director/Acting City Engineer

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**Attachments**

Annual Vehicle Replacements

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# VEHICLE and EQUIPMENT PURCHASE PLAN

Fiscal Year 2022-23

DEPARTMENT	UNIT #	Add/Replace	BUDGETED	ACCESSORIES	Trade-In Value	NET
<b>POLICE</b>						
Administration: SUV/Sedan	1523	Replace	\$41,000	\$4,000	\$7,500	\$37,500
Parking Control: 1/2 -Ton Pick up	29034	Replace	\$32,000	\$5,000	\$1,500	\$35,500
Commercial Enforcement: ¾-ton Truck	1301	Replace	\$41,000	\$22,500	\$3,000	\$60,500
Detective: SUV/Sedan	1703	Replace	\$34,000	\$4,000	\$5,000	\$33,000
Detective: SUV/Sedan	1618	Replace	\$34,000	\$4,000	\$5,000	\$33,000
Detective: SUV/Sedan	1702	Replace	\$34,000	\$4,000	\$5,000	\$33,000
Command-Patrol: SUV	1629	Replace	\$49,000	\$16,500	\$6,000	\$59,500
UV Interceptor -Patrol: SUV	1708	Replace	\$49,000	\$16,500	\$3,000	\$62,500
UV Interceptor -Patrol: SUV	1711	Replace	\$49,000	\$16,500	\$3,000	\$62,500
UV Interceptor -Patrol: SUV	1802	Replace	\$49,000	\$16,500	\$3,000	\$62,500
4-Door Truck	New	Add	\$50,000	\$17,500	\$0	\$67,500
<b>FIRE</b>						
Fire Marshall: SUV/Sedan	New	Add	\$42,000	\$0	\$0	\$42,000
Fire Chief: SUV/Sedan	New	Add	\$49,000	\$0	\$0	\$49,000
<b>PUBLIC WORKS</b>						
1/2 Ton Pickup- B	1204	Replace	\$33,000	\$1,000	\$3,500	\$30,500
1/2 Ton Pickup-SP	28029	Replace	\$33,000	\$1,000	\$3,500	\$30,500
3/4 Ton Pickup Liftgate-S	1203	Replace	\$35,000	\$5,000	\$4,000	\$36,000
3/4 Ton Pickup-W	1207	Replace	\$35,000	\$13,000	\$5,500	\$42,500
Sewer Truck	22001	Replace	\$525,000	\$1,000	\$10,000	\$516,000
<b>MANAGEMENT SERVICES</b>						
City Manager SUV	1820	Replace	\$60,000		\$25,000	\$35,000
<b>ADMINISTRATIVE SERVICES</b>						
IT SUV	1020	Replace	\$35,000		\$8,000	\$27,000
<b>COMMUNITY SERVICES</b>						
Passenger Van	26030	Replace	\$45,000		\$6,000	\$39,000
Utility Gator	29001	Replace	\$15,000		\$2,000	\$13,000
				<b>Grand Total</b>		<b>\$1,407,500</b>
<i>*All vehicle purchases will be evalutated whenever possible to use alternative fuel/hybrid/electric technology</i>						

At the most recent City Council offsite, the Council directed staff to come back later in the Fiscal Year 22-23 with specifications and costs for the replacement of two (2) fire engines and one (1) ladder truck. Staff will return to Council later this fiscal year with this information.

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Approval of Fiscal Year 2022-23 Property Tax Rate to Fund the City's Paramedic Program

---

**RECOMMENDATION**

Approve resolution.

**BACKGROUND/DISCUSSION**

At the March 7, 1978, general municipal election, the qualified electors of the City, by and through the City Council, approved the levy of an annual property tax rate to fund the City's Paramedic Program. This annual property tax was not to exceed \$0.20 per \$100 of Assessed Value (25% of market value) per year. Beginning in 1981, the County of Orange implemented a policy change concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value.

For Fiscal Year 1981-82, the property valuation was increased to Full Taxable Value for property tax purposes. Therefore, the tax rate needed to be decreased in order for the actual amount of taxes paid by the property owner to remain unchanged. According to Resolution 81-72, a tax rate of \$0.045 per \$100 of Full Taxable Value is equivalent to a tax rate of \$0.18 per \$100.00 of Assessed Value based on the previous method.

State law prohibits the City Council from increasing the paramedic levy above the voter-authorized level. The tax rate of \$0.045 per \$100 of Full Taxable Value is less than the voter-authorized maximum tax rate. Additionally, it is noted that the passage of Proposition 218 by the voters in November 1996 had no impact on the City's ability to levy the annual Paramedic Tax, as the tax was voter-approved in 1978.

Each fiscal year, the City Council adopts a resolution approving the rate of tax upon taxable property within the City of Brea. This tax rate is required to be approved by the City Council and submitted to the Orange County Auditor-Controller's Office no later than August 10, 2022 allowing the County to apply the rate of taxation to the City's property tax roll to maintain the Paramedic Program.

Since its inception in 1979, the Brea Fire Services Department Paramedic Program has grown considerably from the days when the paramedics responded to calls in an old red van. Currently, the paramedics utilize a modern paramedic engine company configuration. The original program that began in Fiscal Year 1978-79 had a budget of \$200,000 and was fully funded by revenues generated from the paramedic tax. While the actual tax rate has remained

constant over the past 43 years, additional revenue has been generated from increases in the property values. Meanwhile, direct expenditures have increased as the program has been greatly enhanced, as outlined below, and as the City's population and service demands have increased.

#### About the Paramedic Program

A "Paramedic Engine Company" providing Emergency Medical Service (EMS) delivery is currently the most common staffing configuration in operation locally and regionally. This configuration provides for Advanced Life Support capability within its firefighting and emergency response resources without compromising either service. The City's paramedic units, Brea Engine Company #1, Truck Company #2 and Engine Company #3, are complete units that respond to both fires and medical emergencies. In addition, resources necessary to provide functional support, such as extrication of patients and fire protection during traffic emergencies, are available at the scene with the paramedic unit.

The program started in Fiscal Year 1978-79 with seven certified paramedics. The Brea Fire Services Department currently carries a complement of 21 certified paramedics and one Emergency Medical Services Manager. This allocation level meets the staffing requirement of the Orange County EMS Agency while providing for uninterrupted deployment of paramedics during leave, training and emergency conditions. Just as the nature of emergencies has changed, so has the required paramedic skill level. Paramedics are being delegated greater responsibility in the field as emergency room medicine is continually being evaluated and streamlined. Paramedic staff receive continuous in-service training on a myriad of topics, including: trauma medicine; air and blood-borne pathogens; environmental emergencies; pediatric medicine, including sudden death syndrome; swift water rescue and mass casualty management.

Field techniques have improved greatly since the program began with treatment advances in the areas of Adult and Pediatric Intubation (airway management requiring insertion of appliances into the trachea), cervical-spine treatments and neurological protection, improved treatment for burn victims and the AED program (cardiac defibrillation), which is in service on all responding Brea units.

#### **Paramedic Response History**

Calendar Year	2017	2018	2019	2020	2021
Total Emergency Medical Calls <sup>(1)</sup>	4,265	3,948	3,832	3,660	4,079
Total Calls for Service from Fire Dept. (Including false alarm responses) <sup>(1)</sup>	5,373	4,917	4,893	4,823	5,145
Percent of Total	79.38%	80.29%	78.3%	75.9%	79.3%
(1) Data updated to include all call data reported from the Metro Cities Fire Authority Metro Net Communications Report					

#### **COMMISSION/COMMITTEE RECOMMENDATION**

This item was reviewed at the July 12, 2022 Finance Committee meeting and was recommended for approval by the City Council.

#### **FISCAL IMPACT/SUMMARY**

Paramedic tax revenue is accounted for in the Paramedic Services Fund (Fund 174) separate from the City's General Fund. This fund was established to account for revenues generated from the paramedic tax and other revenues, as well as costs associated with the Brea Paramedic Program. This includes personnel costs for 21 full-time paramedic positions, one EMS Manager position and related costs to operate the program.

The proposed paramedic tax rate is \$0.045 per \$100 of Full Taxable Valuation. Based on an estimated Full Taxable Valuation (secured and unsecured value) of \$12.473 billion, the estimated tax levy is \$5.612 million.

The former Brea Redevelopment Agency (RDA), which was established in 1971, impacts the flow of paramedic tax revenues to the City. Property owners within the RDA project area pay the same property rate as if they were outside the RDA project area (non-RDA area properties). Paramedic tax for properties outside the RDA project area are remitted to the County and flow directly back to the City. However, under state law, property tax revenue (including the Paramedic Tax) remitted by property owners within the Redevelopment Project Areas go to the County and are first allocated to the Redevelopment Agency.

In 2012, Redevelopment Agencies were dissolved and Successor Agencies were established to pay off the remaining obligations for the former redevelopment agencies. As in all California cities, Brea's property taxes (including Paramedic Tax) remitted from properties in the project areas, are now allocated to Redevelopment Property Tax Trust Fund (RPTTF) and the portion needed to pay off the obligations for that fiscal year is forwarded to the Successor Agency. The remaining portion of the Paramedic Tax revenues allocated to the RPTTF are passed back to the City.

As the Successor Agency pays down the obligations of the former Redevelopment Agency, the Paramedic Tax revenues that were previously directed to the RDA and now the Successor Agency are slowly, but surely, coming back to the City for paramedic service sooner than they otherwise would have been.

The estimated paramedic tax levy, net of the amount retained by the Successor Agency, is projected to generate \$5,539,213 to the City of Brea in Fiscal Year 2022-23. The revenue collected will cover approximately 85.0% of the \$6,514,204 of estimated program costs. The difference is to be funded from the City's General Fund in the amount of \$683,193 and other revenue sources in the amount of \$291,798. Another revenue source includes pass-thru revenue received for Advanced Life Support (ALS) ambulance transport services.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Kristin Griffith, Administrative Services Director

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**Attachments**

Resolution

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## **RESOLUTION NO. 2022-055**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA FIXING THE RATE OF TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF BREA FOR THE FISCAL YEAR 2022-23 NECESSARY TO MAINTAIN A MOBILE INTENSIVE CARE PROGRAM KNOWN AS PARAMEDICS WITHIN THE AREA OF THE CITY OF BREA AND CERTIFYING SAID RATE OF TAXATION TO THE ORANGE COUNTY AUDITOR-CONTROLLER**

#### **A. RECITALS:**

(i) During the General Municipal Election held March 7, 1978, the qualified electors of the City of Brea authorized the City, by and through the Council, to levy a property tax rate not exceed \$0.20 per \$100 of Assessed Valuation in addition to its maximum property tax rate established pursuant to Division 1, Part 4, Chapter 2 of the California Revenue and Taxation Code for the specific purpose of establishing and maintaining a mobile intensive care program known as Paramedics within the area of the City of Brea (said "Paramedic Program" hereafter).

(ii) In Fiscal Year 1981-82, the County of Orange implemented a policy concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value. This change resulted in \$0.045 per \$100 Full Taxable Value as the tax levy for the Paramedic Program in years 1981-82 through 2021-22.

(iii) Information and evidence presented to this Council indicated that it would be necessary to expend a sum of approximately \$6,514,204 during the Fiscal Year 2022-23 in order to maintain the Paramedic Program within the area of the City of Brea.

(iv) The revenue to be generated for Fiscal Year 2022-23 based on the tax levy of \$0.045 per \$100 of Full Taxable Value of the property within the City of Brea, exclusive

**RESO NO. 2022-055**  
July 19, 2022

of the revenue generated from the valuation within the Brea Community Redevelopment Project areas and required to be allocated to the Successor Agency has been estimated to be \$4,783,000.

(v) All legal prerequisites of the adoption of this resolution have occurred.

**B. RESOLUTION:**

**NOW, THEREFORE,** be it is found, determined and resolved by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A of this Resolution.
2. There is hereby fixed and levied that the total rate of taxation of \$0.045 per \$100 of Full Taxable Value of all taxable property within the City of Brea, said taxation to be utilized to maintain a mobile intensive program known as the Paramedic Program within the area of Brea for the Fiscal Year 2022-23 and this Council hereby certifies said rate of taxation for that specified purpose to the Auditor-Controller of the County of Orange.
3. The City Clerk shall certify to the adoption of this Resolution and file with the Orange County Auditor-Controller, a certified copy hereof, on or before August 10, 2022.

**APPROVED AND ADOPTED** on this

\_\_\_\_\_  
Cecilia Hupp, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**RESO NO. 2022-055**  
July 19, 2022



I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 19 day of July, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**RESO NO. 2022-055**  
July 19, 2022

City of Brea

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**COUNCIL COMMUNICATION**

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**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 07/19/2022  
**SUBJECT:** Self-Contained Breathing Apparatus Replacement

---

**RECOMMENDATION**

Authorize Purchasing Agent to issue a purchase order to AllStar Fire Equipment Inc. for Scott Air-Paks, SCBA bottles, masks, and voice amplifiers in the amount of \$289,829.49 including sales tax.

**BACKGROUND/DISCUSSION**

SCBAs (Self-contained Breathing Apparatus) are an OSHA (Occupational Safety and Health Administration) requirement for all fireground operations performed in or around any environment considered to be immediately dangerous to life and health, or IDLH. This includes all active fire incidents, hazardous materials incidents, confined space incidents, certain biological medical calls, etc.

As the Fire Department continues to regularly inspect and maintain its inventory of SCBAs, extra bottles, SCBA masks, and voice amplifiers, Staff has identified (50) SCBAs that require replacement. NFPA 2018 (National Protection Standard Association) states that when SCBAs have passed four edition updates, they should be replaced to meet the current industry specification standard. The current SCBAs were purchased in 2008 utilizing the 2007 NFPA industry specification standard.

By year 2023, the current inventory of SCBAs will be 15 years old and out of NFPA compliance causing an increase in maintenance and repair costs due to age, parts availability, and being out of warranty.

Staff also identified (40) bottles that will be out of compliance in 2023. Per DOT, NFPA, OSHA and the manufacturer, these bottles must be taken out of service and replaced.

Per OSHA, DOT and NFPA, Firefighters are not permitted to use SCBA bottles past the manufacturer's listed service life. The Fire Department has just enough SCBA bottles to outfit every on duty firefighter with a primary bottle and two spares. The department will be short of that inventory if a timely replacement doesn't occur.

After careful research and effort to keep the Fire Department's response readiness at the highest priority, this personal protective equipment was earmarked several years ago to

make sure they were replaced in a timely manner. Staff determined that the Fire Department can piggyback on a CAL FIRE purchase order which will save the City approximately 40%.

The new SCBA specification has enhanced safety features, updates, and changes that will allow our Firefighters to maintain compliance and interoperability with other Orange County fire departments. In addition, the current equipment profile has been streamlined to help reduce our firefighters from becoming entangled and entrapped when performing interior search and rescue operations. Below are several other important improvements to this valuable life safety equipment:

- NFPA compliance - The Fire Department's current SCBAs are 15+ years old and therefore will have passed the last four NFPA specification updates. This presents safety issues as there have been many NFPA safety enhancements such as an earlier operational time indicator (Vibralert now activates at 33% of air pressure remaining as opposed to 25%) providing more time for Firefighters to egress a hazardous, interior environment. Also, better water intrusion standards, higher heat rating on the mask, and a Universal EBSS (Emergency Breathing Safety System).
- Universal EBSS (Emergency Breathing Safety System) - The NFPA 2018 edition made the EBSS a universally compatible system so that any SCBA by any manufacturer has the same fittings for interoperability. This improves safety and compatibility during mutual aid incidents. Many Orange County fire departments have upgraded to the 2018 edition.
- Decontamination - The new Scott X3 Pro SCBA comes standard with removable shoulder straps and waist pad which can be removed without tools and placed in an extractor with firefighter's turnout gear where the carcinogens can be purged from both the equipment and the turnout gear. This accessibility of the soft, material components of the SCBA are an important health benefit for our Firefighters as we know that off-gassing of personal protective equipment is a major contributor to cancer in the Fire Service.

Maintenance savings - The new Scott X3 Pro SCBA comes with an "as long as you own it" warranty. This comprehensive warranty also covers all the soft goods and consumables

### **COMMISSION/COMMITTEE RECOMMENDATION**

The item was approved by the Finance Committee on July 12, 2022.

### **FISCAL IMPACT/SUMMARY**

The fire department requires (50) new SCBAs along with (50) SCBA bottles (to replace the (40) bottles that expired and some that have been condemned). The City can realize a 40% savings if it goes with the CAL FIRE purchase order which would include for every SCBA purchased, (1) bottle, (1) mask, and (1) voice amplifier. This will provide essential life safety equipment to keep the Brea Fire Department at a high level of readiness and safety.

As a result, the cost would be **\$289,829.49** for (50) SCBA-Paks, bottles, masks, and voice amplifiers versus the cost of **\$497,132.64** if purchased individually and outside the CAL-Fire order. This equates to \$207,303.15 in savings by utilizing the CAL-Fire contract.

The new SCBAS will have a lifetime warranty eliminating the rising cost of maintenance and repairs. NFPA 2023 edition Scott X3 Pro-Pak SCBA would provide an improved level of safety to our Firefighters and would enable interoperability with our mutual aid partners within Orange County.

The pricing for these items is based on the State of California contract # 1-17-42-04 as awarded to AllStar Fire Equipment Inc. The current contract expires on June 30, 2022 and the State has not rebid and awarded these items. AllStar Fire Equipment Inc. has informed the City of Brea that it will honor the prior contract prices.

Funds have been appropriated in the Public Safety Augmentation Fund (172) in the amount of \$289,830 for this expenditure. The Public Safety Augmentation Fund (172) is restricted for use on public safety needs; hence there is no General Fund (110) cost.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: George Avery, Interim Fire Chief

Concurrence: Monica Lo, Deputy Director of Administrative Services

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City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Amend Executive Compensation Plan to Set the Employer Medical Health Benefit Contribution Amount to the Public Employees' Medical and Hospital Care Act (PEMHCA) Minimum

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**RECOMMENDATION**

Approve resolution amending the Executive Compensation Plan to set the Employer Medical Health Benefit Contribution Amount to the Public Employees' Medical and Hospital Care Act (PEMHCA) at an equal amount for executives and retired annuitants. This action will reduce the employer medical health benefit contribution to the PEMHCA minimum for Executives and retired annuitants effective September 1, 2022.

**BACKGROUND/DISCUSSION**

Executive compensation is established by City Council through Resolution No. 92-124 and may be modified from time to time by additional resolutions. This resolution is commonly referred to as the Executive Compensation Plan. In regards to health and welfare benefits, the compensation plan mirrors the City's Flexible Benefit Plan program in place for City labor associations. The plan includes coverage for Executives and eligible dependents as follows: medical insurance, dental insurance, vision care insurance, and retiree health benefits.

The City's contribution toward Flexible Benefit Plan options for Executives is currently \$1,600 per month, effective January 1, 2012. Of this \$1,600 per month, \$350 is considered to be the City's contribution toward the CalPERS Health Insurance Program for medical insurance and shall be reported to CalPERS as such. This \$350 is the City's contribution toward retiree medical insurance coverage.

The City of Brea has an existing agreement with the California Public Employees' Retirement System (CalPERS) to provide its health program to active Brea Executives and retired annuitants. The CalPERS health program is governed by the Public Employees Medical and Hospital Care Act (PEMHCA), and the California Code of Regulations (CCR) of the California Public Employees Retirement Law (PERL). PEMHCA contains all the rules and regulations that a contracting public agency must adhere to and a CalPERS PEMHCA resolution is the mechanism by which an agency elects to become subject to the PEMHCA minimum.

In recent years, the City Council has expressed interest in reducing the City's financial exposure associated with retiree medical costs and has negotiated changes accordingly. Based on that direction, on June 21, 2022 City staff recommended and the City Council approved reducing the monthly employer contribution for retirement medical health benefits to the PEMHCA minimum.

This amount is set annually by CalPERS and for 2022, the contribution amount is \$149 per month. PEMHCA provisions require that any such change to the employer contribution amount for monthly medical health benefits must be approved by resolution. This change will not affect the contribution amount for current employees in the Executive Managers group, which will remain at \$350 per month for retiree health benefits. The proposed resolutions memorialized this change in the Executive Compensation Plan resolution.

The goal of adopting the PEMHCA minimum is to reduce the ongoing cost of retirement medical health benefits. Executives hired after September 1, 2022 will only be eligible to receive the PEMHCA minimum, which will be included in their monthly CalPERS pension check. As long as the PEMHCA minimum is less than the current fixed contribution amount, there stands to be some savings realized by the City. Over the last five years, the average annual increase to the PEMHCA minimum has been approximately 3%.

**FISCAL IMPACT/SUMMARY**

There is no cost associated with amending the Executive Compensation Plan resolution to implement the PEMHCA minimum. Once the change is processed by CalPERS, the immediate fiscal impact of changing all the groups will be the added cost of a \$25 per year administrative fee, which the program administrator, MissionSquare, charges for establishing and maintaining each account for retired Executives and other City employees.

This amendment requires all new City Executives hired after September 1, 2022 who retire from the City to be subject to a lower City contribution for retiree health benefits. The City’s medical contribution towards retiree health insurance in the Executive group will be the CalPERS Public Employees’ Medical and Hospital Care Program (PEMHCA) minimum. The PEMHCA minimum is \$149 in calendar year 2022 which is less than what the City is currently paying. Current Executives will retain the \$350 benefit that presently exists.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Mario E. Maldonado, Human Resources Manager  
Concurrence: Kristin Griffith, Administrative Services Director

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**Attachments**

Resolution

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**RESOLUTION NO. 2022-056**

**AMENDMENT NO. 20 TO RESOLUTION NO. 92-124 OF THE CITY OF  
BREA AMENDING THE EXECUTIVE COMPENSATION PLAN AS  
AMENDED**

A. Recitals.

(i) On November 25, 1992, as amended October 5, 1993, November 7, 1995, December 19, 1995, May 7, 1996, February 17, 1998, September 7, 1999, February 6, 2001, October 16, 2001, September 17, 2002, September 20, 2005, September 5, 2006, August 21, 2007, April 17, 2010, June 7, 2011, June 17, 2014, November 17, 2015, May 7, 2019 and September 21, 2021 the CITY OF BREA, a municipal corporation ("CITY" hereinafter) adopted and approved Resolution 92-124, a "Resolution of the Council of the City of Brea Amending the Executive Compensation Plan as Amended."

(ii) It is the desire of the CITY to further amend said Resolution.

(iii) It is necessary from time to time to review and adjust the compensation plan to reflect the changing organizational responsibilities of the City of Brea, to ensure the efficient and economical operation of the various departments, and when possible, to provide compensation which is competitive in the comparable labor market.

(iv) It is recognized that preparing for succession of key management employees is a critically important component of the Executive Compensation Plan, and that a dynamic and flexible succession plan will promote long-term stability and assist in both the attraction and retention of senior staff.



(v) All amendments set forth in this Resolution shall be effective September 1, 2022, unless specifically provided herein.

B. Resolution.

**NOW, THEREFORE**, be it found, determined and resolved by the City Council of the City of Brea, as follows:

1. Amend Section 2, "Benefits," item A, "Flexible Benefit Plan" shall be amended to read as follows:

**A. Flexible Benefit Plan**

Retiree Medical Benefit. Within the monthly contribution amounts listed above, \$350 is considered to be the City's contribution toward the CalPERS Health Insurance Program for medical insurance and shall be reported to CalPERS as such. This \$350 shall be the City's contribution toward retiree medical insurance coverage. There is no opt out value for retiree medical. The parties intend that the entitlement to receive a retiree medical benefit of \$350 per month is a vested benefit for all Executives hired by the City on or before September 1, 2022. The inclusion of this vesting language is to comply with the Supreme Court's decision in M&G Polymers v. Thacker, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Effective September 1, 2022, for all new Executives hired and subsequently retired from the City, the City's medical contribution towards retiree health insurance shall be the CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) minimum (as determined by CalPERS on an annual basis), not to

exceed the actual cost of the plan selected. (PEMHCA minimum is \$149 for calendar year 2022).

**APPROVED AND ADOPTED** this 19th day of July, 2022

\_\_\_\_\_  
Cecilia Hupp, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was introduced at a regular meeting of the City Council of the City of Brea, held on the 19<sup>th</sup> day of July, 2022, and was adopted by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**RESO NO. 2022-056**  
July 19, 2022

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 07/19/2022  
**SUBJECT:** Applicants Agent Resolution for Homeland Security Funds

---

**RECOMMENDATION**

Adopt the attached Governing Body Resolution which authorizes and designates City staff to perform as an Applicants Agent to complete and sign State and Federal documents related to homeland security, disaster response and disaster recovery.

**BACKGROUND/DISCUSSION**

In Order to receive federal financial assistance from the Department of Homeland Security, a document must be on file which designates personnel authorized to complete and sign on behalf of the agency. A document has been on file since 1998. The last update was April 6, 2021.

The personnel placed on this list were selected based on their involvement with the City's homeland security and disaster efforts. The personnel are designated by position/title rather than name to ensure maximum flexibility to meet timelines. Financial assistance managed under this resolution will include grants, equipment, training and disaster recovery funds.

The only change to this form since 2021, is the title Emergency Preparedness Analyst to Emergency Preparedness Coordinator.

**FISCAL IMPACT/SUMMARY**

A failure to file this form will result in an immediate and long-term loss of homeland security related grants and significant potential loss related to disaster recovery.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Lisa Keyworth, Emergency Preparedness Coordinator

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**Attachments**

Cal OES 130  
Resolution

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**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
(Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_, OR  
(Title of Authorized Agent)

\_\_\_\_\_  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_, a public entity  
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the \_\_\_\_\_, a public entity established under the laws of the State of California,  
(Name of Applicant)  
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

- ☐ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.  
☐ This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the \_\_\_\_\_ of the \_\_\_\_\_  
(Governing Body) (Name of Applicant)

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**Cal OES Form 130 Instructions**

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

**Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

**Certification Section:**

**Name and Title:** This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

## **RESOLUTION NO. 2022-057**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA DESIGNATING APPLICANTS AGENT FOR HOMELAND SECURITY FUNDS**

#### **A. RECITALS:**

(i) The State of California Governor's Office of Emergency Services requires non-state agencies to file a Cal OES Form 130 (attached) to receive financial assistance under the California Disaster Assistance Act.

(ii) Due to staff changes, the Cal OES Form 130 must be updated to reflect the authorized agents. The last update was in April, 2021.

(iii) The Cal OES Form 130 designates and authorizes City staff to perform as Applicant's Agents to complete and sign State and Federal documents related to homeland security, disaster response and disaster recovery.

#### **B. RESOLUTION:**

**NOW, THEREFORE,** be it found, determined and resolved by the City Council of the City of Brea as follows:

1. The Emergency Preparedness Coordinator, or Fire Chief, or Police Chief is hereby authorized to execute for and on behalf of the City of Brea, a public entity established under the laws of the State of California, the Cal OES application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

July 19, 2021  
**RESO. 2022-057**

2. That the City of Brea, a public entity established under the laws of the State of California, hereby authorizes its agents to provide to the Governor's Office of Emergency Services for all matter pertaining to such state disaster assistance the assurances and agreements required.

3. The Resolution is universal and is effective for all open and future disasters up to three (3) years following the date of adoption.

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of July, 2021

\_\_\_\_\_  
Cecilia Hupp, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was passed at a regular meeting of the City Council of the City of Brea, held on the 19<sup>th</sup> day of July, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

July 19, 2022  
**RESO. 2022-057**



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Monthly Report of Cash Investments for the City of Brea for Period Ending May 31, 2022

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**RECOMMENDATION**

Receive and file.

**BACKGROUND/DISCUSSION**

The Monthly Report of Cash and Investments is in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the cash and investment activities for the month of May 2022. Cash for day-to-day activities is deposited in the demand and interest-bearing checking accounts. The Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account. The City's managed investment portfolio is for longer-term investments, which are managed through Chandler Asset Management (Chandler). Together, the short and long-term investment accounts represent the City's investment portfolio.

Attachment A includes a Cash and Investment Information Summary and Monthly Account Statement prepared by Chandler for invested funds. The book value is the cost plus or minus amortization/accretion. As of May 31, 2022, the total market value of the managed investment portfolio, including accrued interest, was \$96,023,637.32 as compared to \$89,478,134.56 at April 30, 2022. The weighted average investment yield for May 31, 2022 was 1.45%, which was more than the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$17,059,264.09 at May 31, 2022. This brings the total value of the City's investment portfolio as of May 31, 2022 to \$113,082,901.41 as compared to \$104,628,577.23 at April 30, 2022.

The City has restricted cash and investments held in the post-employment benefits trust account administered by PARS (PARS account), which is managed by HighMark Capital (HighMark) and the City's various bond reserve accounts which are managed by Chandler. Attachment A includes a monthly statement from US Bank for the PARS account as well as a portfolio report from Chandler for each bond reserve account that is invested. As of May 31, 2022, the market value of the PARS account, including short-term cash and accrued interest was \$10,097,626.64 compared to \$10,045,064.45 from the prior month. All other restricted cash investments (bond reserve accounts),

including short-term cash and accrued interest, was \$664,000.38 in comparison to \$661,094.63 from the prior month.

Pursuant to the City's investment policy, with the exception of LAIF, direct time certificates of deposit and money market mutual funds, all City investments are held by third-party custodians. The Bank of New York Mellon Trust Company, N.A. (BNY) holds accounts managed by Chandler and US Bank holds the PARS account managed by HighMark, which acts as an agent of the City. These financial institutions are not a counterparty to the investment transaction and all securities are held in the name of the City of Brea. The custodial accounts have been reconciled to the par value of the applicable portfolio report for the month. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

**FISCAL IMPACT/SUMMARY**

During the month of May, the total value of the City's investment portfolio increased by \$8,454,324.18. The increase was primarily due to property taxes received during the month. The City's PARS account increased by \$52,562.19 and the City's bond reserve accounts increased by \$2,905.75; both due to market rate adjustments.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Anthony Godoy, Management Analyst II  
Concurrence: Kristin Griffith, Administrative Services Director

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**Attachments**

Attachment A

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**City of Brea**  
**Cash and Investment Information**  
**May 31, 2022**

		<b>Book Value</b>	<b>Market Value*</b>
<b>Demand and Interest-Bearing Checking Accounts</b>	Citizen's Bank	\$ 8,727,078.81	\$ 8,727,078.81
<b>Local Agency Investment Fund</b>	LAIF	\$ 17,043,808.32	\$ 17,059,264.09
<b>Managed Investment Portfolio - CHANDLER</b>	Chandler/BNY	\$ 99,181,236.53	\$ 96,023,637.32
<b>PARS Post-Employment Benefits Trust**</b>	Highmark/US Bank	\$ 9,675,864.84	\$ 10,097,626.64
<b><u>Fiscal Agent Cash &amp; Investments**</u></b>			
2010 Lease Revenue Bonds	Chandler/BNY	\$ -	\$ -
2014 Downtown Brea Public Improvements CFD Bonds (CFD 1996-1)	Chandler/BNY	\$ -	\$ -
2014 Water Revenue Bonds	Chandler/BNY	\$ 0.13	\$ 0.13
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 677,870.85	\$ 663,959.40
2019 Olinda Ranch Public Improvements CFD Bonds (CFD 1997-1)	Chandler/BNY	\$ 16.79	\$ 16.79
2019 Water Revenue Bonds	Chandler/BNY	\$ 1.81	\$ 1.81
2020 Water Revenue Refunding Bonds	Chandler/BNY	\$ 0.84	\$ 0.84
2021 Lease Revenue Refunding Bonds	Chandler/BNY	\$ 21.41	\$ 21.41
<b>Sub-total - Fiscal Agent Cash &amp; Investments</b>		<b>\$ 677,911.83</b>	<b>\$ 664,000.38</b>
<b>Report Grand Total</b>		<b>\$ 135,305,900.33</b>	<b>\$ 132,571,607.24</b>

\* Includes accrued interest on invested funds

\*\* Reserve Fund

**City of Brea**  
**Cash and Investment Information**  
**May 31, 2022**

<b>Fiscal Agent Cash &amp; Investments Detail</b>		<b>Book Value</b>	<b>Market Value</b>
10129	2010 Lease Revenue Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ -	\$ -
	<b>Sub-total</b>	<b>\$ -</b>	<b>\$ -</b>
	2014 Downtown Brea Public Improvements CFD Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ -	\$ -
	<b>Sub-total</b>	<b>\$ -</b>	<b>\$ -</b>
	2014 Water Revenue Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 0.13	\$ 0.13
	<b>Sub-total</b>	<b>\$ 0.13</b>	<b>\$ 0.13</b>
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - <b>CHANDLER</b>	\$ 672,202.43	\$ 658,290.98
	Short-Term Treasury Funds - <b>BNY</b>	\$ 5,668.42	\$ 5,668.42
	<b>Sub-total</b>	<b>\$ 677,870.85</b>	<b>\$ 663,959.40</b>
	2019 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 16.79	\$ 16.79
	<b>Sub-total</b>	<b>\$ 16.79</b>	<b>\$ 16.79</b>
	2019 Water Revenue Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 1.81	\$ 1.81
	<b>Sub-total</b>	<b>\$ 1.81</b>	<b>\$ 1.81</b>
	2020 Water Revenue Refunding Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 0.84	\$ 0.84
	<b>Sub-total</b>	<b>\$ 0.84</b>	<b>\$ 0.84</b>
	2021 Lease Revenue Refunding Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 21.41	\$ 21.41
	<b>Sub-total</b>	<b>\$ 21.41</b>	<b>\$ 21.41</b>
<b>Report Grand Total</b>		<b>\$ 677,911.83</b>	<b>\$ 664,000.38</b>

**City of Brea**  
**Accounting of Cash Receipts, Disbursements and Balances**  
**For the Month of May 2022**

<b>Fund</b>	<b>Fund Name</b>	<b>Cash Balance 04/30/22 <sup>1</sup></b>	<b>Cash Receipts <sup>2</sup></b>	<b>Cash Disbursements <sup>2</sup></b>	<b>Cash Balance 05/31/2022 <sup>1</sup></b>
110	GENERAL FUND	18,434,607.74	11,462,071.93	(5,121,962.66)	24,774,717.01
120	GENERAL MAINTENANCE PLAN	1,458,041.60	356.87	(18,850.68)	1,439,547.79
130	BREA WAR MEMORIAL	12,816.76	350.00	-	13,166.76
140	CBED FUND	5,820,532.13	325,270.38	(8,048.75)	6,137,753.76
150	OPEB FUND	152,521.28	81,039.00	(81,724.58)	151,835.70
172	PUBLIC SAFETY AUG-PROP172	735,646.64	66,075.09	(152,059.60)	649,662.13
173	SUPPL LAW ENF SVC - COPS	152,336.72	1,281.72	(8,333.00)	145,285.44
174	PARAMEDIC SERVICES	537,240.08	1,462,341.22	(474,115.18)	1,525,466.12
181	EQUIP REPL FUND-BCC	998,338.47	14,052.00	(4,312.18)	1,008,078.29
182	FIXED ASSET REPL FUND	5,267,414.73	62,500.00	(290,156.08)	5,039,758.65
220	GAS TAX	1,598,071.52	88,966.20	(48,734.13)	1,638,303.59
221	ROAD MAINTENANCE & REPAIR	1,635,931.41	73,030.39	(5,421.50)	1,703,540.30
230	NARC ENF ASSET SEIZ - FED	-	-	-	-
231	NARC ENF ASSET SEIZ-TREAS	574,644.27	-	-	574,644.27
240	AIR QUALITY IMPROV FEES	469,841.57	-	(10,579.89)	459,261.68
250	PARK DEVELOPMENT	2,489,667.37	-	-	2,489,667.37
260	MEASURE M TRANSPORT TAX	1,393,284.25	176,823.07	(12,219.57)	1,557,887.75
270	AFFORDABLE HOUSING TRUST	3,398,956.77	-	(3,048.00)	3,395,908.77
280	HOUSING PROGRAMS & SERVIC	5,565,013.64	27,382.88	(16,298.87)	5,576,097.65
290	COMM DEV BLK GRANT (CDBG)	(209,132.98)	-	(10,560.00)	(219,692.98)
341	LNDSP & LGT MAINT DIST #1	15,629.51	273.52	(3,974.31)	11,928.72
342	LIGHTING MAINT DIST #2	38,600.18	38.02	(401.21)	38,236.99
343	LNDSP & LTG MAINT DIST #3	100,868.05	1,559.56	(5,580.19)	96,847.42
344	LIGHTING MAINT DIST #4	19,374.95	-	(134.40)	19,240.55
345	LNDSP & LTG MAINT DIST #5	106,572.73	21.04	(5,213.64)	101,380.13
346	LNDSP & LTG MAINT DIST #6	155,372.07	727.19	(10,346.15)	145,753.11
347	LNDSP & LTG MAINT DIST #7	14,297.56	1.02	(1,963.16)	12,335.42
360	CFD-BLACKSTONE (2008-1)	2,304,540.17	6,887.01	(59,163.90)	2,252,263.28
361	CFD-LA FLORESTA (2011-1)	435,329.64	1,339.62	(42,757.84)	393,911.42
362	CFD-TAYLOR MORR (2013-1)	154,977.70	1,367.54	(3,572.42)	152,772.82
363	CFD-CENTRAL PARK VILLAGE	205,470.97	299.68	(4,157.45)	201,613.20
410	URBAN RUNOFF FUND	690,683.94	41,196.17	(69,604.68)	662,275.43
420	WATER UTILITY	23,221,678.00	1,948,254.68	(1,369,326.51)	23,800,606.17
430	SEWER UTILITY	5,504,423.44	229,592.72	(105,717.94)	5,628,298.22
440	SANITATION & ST SWEEPING	(119,403.12)	341,852.56	(363,241.51)	(140,792.07)
460	IT EXTERNAL SERVICES	371,749.26	95,103.17	(71,039.24)	395,813.19
465	GOLF COURSE	2,101,166.73	453,803.90	(287,475.46)	2,267,495.17
470	RISK MANAGEMENT	7,800,765.47	407,196.11	(195,650.39)	8,012,311.19
475	INFORMATION TECHNOLOGY	1,096,593.54	212,148.32	(169,683.74)	1,139,058.12
480	EQUIP & VEHICLE MAINT	2,728,083.76	267,462.54	(99,968.94)	2,895,577.36
490	BUILDING OCCUPANCY	1,586,934.41	228,429.80	(188,339.89)	1,627,024.32
510	CAPITAL IMPROVEMENT	3,304,399.61	934,776.50	(999,026.90)	3,240,149.21
540	IMPACT FEES - TRAFFIC	4,703,110.73	-	(155,664.42)	4,547,446.31
541	IMPACT FEES - WATER	1,116,291.80	-	-	1,116,291.80
542	IMPACT FEES - FIRE	623,414.54	-	-	623,414.54
543	IMPACT FEES - DISPATCH	24,863.21	-	-	24,863.21
550	STORM DRAIN CONSTRUCTION	349,397.06	-	-	349,397.06
560	CAPITAL & MITIGATION IMPR	3,766,352.31	4,667.00	-	3,771,019.31
630	REDEV SUPPORT AREA AB	(3,532.68)	1,708.91	(1,908.22)	(3,731.99)
810	PARS POST EMPLOY BENEFIT	-	-	-	-
830	SPEC DEPOSITS-REFUNDABLE	313,179.91	7,400.00	(13,700.00)	306,879.91
840	DEVELOPMENT	1,646,612.28	113,217.82	(218,160.83)	1,541,669.27
845	MIDBURY ASSESSMENT AUTHOR	-	-	-	-
865	HILLSIDE OPEN SPACE ED C	579,761.03	-	-	579,761.03
875	COMM FAC DISTRICT 08-2	461,817.52	2.38	(1,291.85)	460,528.05

880	COMM FAC DISTRICT 96-1	(4,276.78)	-	-	(4,276.78)
890	COMM FAC DISTRICT 97-1	392,634.90	4,384.57	(1,898.50)	395,120.97
910	GENERAL FIXED ASSETS	-	-	-	-
911	DISASTER RECOVERY FUND	(83,932.85)	-	-	(83,932.85)
920	GEN LONG-TERM DEBT - CITY	-	-	-	-
924	GEN LONG-TERM DEBT - BPFA	-	-	-	-
940	GASB34 CONVERSION	-	-	-	-
944	GASB34 BREA PUBLIC FINANC	-	-	-	-
950	ILJAOC - OPERATING	717,808.00	-	(45,165.36)	672,642.64
951	ILJAOC - REPLACEMENT	46,856.92	-	(27,774.81)	19,082.11
952	ILJAOC - GRANTS	-	-	-	-
960	OCCMA	57,538.09	9,216.00	(6,764.78)	59,989.31
<b>Subtotal of Cash and Investments Held in City Funds</b>		<b>117,031,778.53</b>	<b>19,154,468.10</b>	<b>(10,795,093.31)</b>	<b>125,391,153.32</b>

**DEDUCT**

930	CASH HELD AS INVESTMENTS	(108,753,566.12)	1,900,243.70	(9,810,752.09)	(116,664,074.51)
		<b>8,278,212.41</b>	<b>21,054,711.80</b>	<b>(20,605,845.40)</b>	

**Cash Balance per General Ledger as of 05/31/22 \$ 8,727,078.81**

<b>Reconciliation of Cash Held As Investments in Fund 930</b>		<b>Balance 5/31/2022</b>
Investments Held in LAIF		17,693,808.32
Investments Held (at Par) - Chandler		98,829,918.33
Unallocated Interest Earnings		(210,970.34)
Investment Premiums / Discounts		351,318.20
<b>Investment Balances held in Fund 930</b>		<b>\$ 116,664,074.51</b>

<sup>1</sup> Cash balances between funds are subject to change due to 1. Interest Allocation 2. Subsequent Journal Entries.

<sup>2</sup> Cash receipts and disbursements may include accounting entries between funds.



## City of Brea Laif

Account #10164

## Portfolio Summary

As of May 31, 2022

## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	0.73%
Average Purchase YTM	0.73%
Average Market YTM	0.73%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

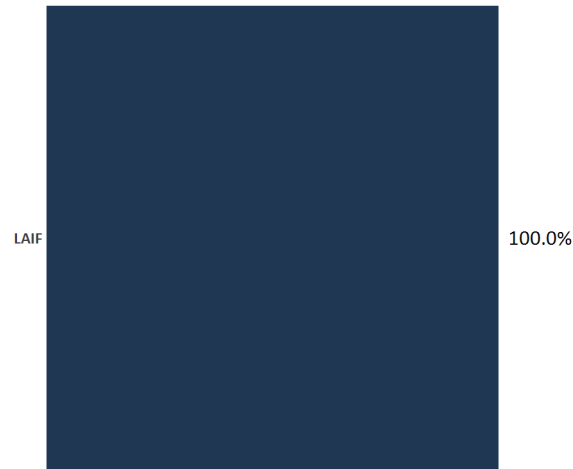
## ACCOUNT SUMMARY

	Beg. Values as of 4/30/22	End Values as of 5/31/22
Market Value	15,143,808	17,043,808
Accrued Interest	6,634	15,456
Total Market Value	15,150,443	17,059,264
Income Earned	7,565	8,821
Cont/WD		1,900,000
Par	15,143,808	17,043,808
Book Value	15,143,808	17,043,808
Cost Value	15,143,808	17,043,808

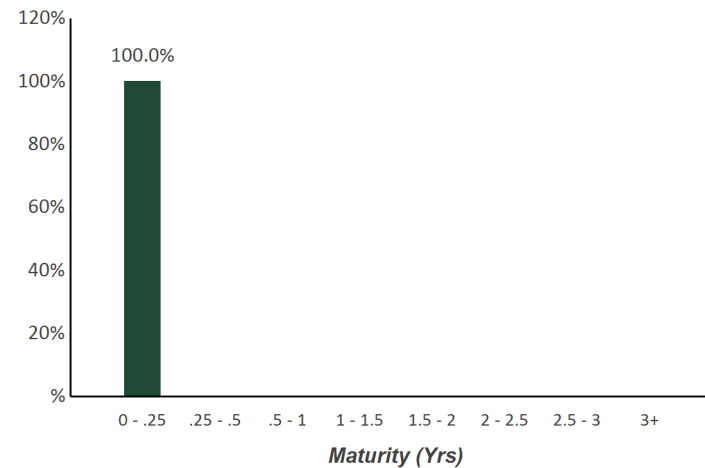
## TOP ISSUERS

Local Agency Investment Fund	100.0%
<b>Total</b>	<b>100.0%</b>

## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/28/2012
City of Brea Laif	0.06%	0.14%	0.19%	0.33%	0.51%	1.07%	1.37%	0.88%	N/A



City of Brea Laif

Account #10164

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	17,043,808.32	Various 0.73%	17,043,808.32 17,043,808.32	1.00 0.73%	17,043,808.32 15,455.77	100.00% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>17,043,808.32</b>	<b>0.73%</b>	<b>17,043,808.32</b> <b>17,043,808.32</b>	<b>0.73%</b>	<b>17,043,808.32</b> <b>15,455.77</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL PORTFOLIO</b>		<b>17,043,808.32</b>	<b>0.73%</b>	<b>17,043,808.32</b> <b>17,043,808.32</b>	<b>0.73%</b>	<b>17,043,808.32</b> <b>15,455.77</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>17,059,264.09</b>			

City of Brea Laif

Account #10164

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Security Contribution	05/31/2022	90LAIF\$00	1,900,000.00	Local Agency Investment Fund State Pool	1.000		1,900,000.00	0.00	1,900,000.00	0.00
<b>Subtotal</b>			<b>1,900,000.00</b>				<b>1,900,000.00</b>	<b>0.00</b>	<b>1,900,000.00</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>1,900,000.00</b>				<b>1,900,000.00</b>	<b>0.00</b>	<b>1,900,000.00</b>	<b>0.00</b>



City of Brea Laif

## Income Earned

Account #10164

As of May 31, 2022

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>LOCAL AGENCY INVESTMENT FUND</b>						
90LAIF\$00	Local Agency Investment Fund	Various	15,143,808.32	6,634.35	0.00	8,821.42
	State Pool	Various	1,900,000.00	0.00	0.00	
		17,043,808.32	0.00	15,455.77	0.00	
			17,043,808.32	8,821.42	8,821.42	
			<b>15,143,808.32</b>	<b>6,634.35</b>	<b>0.00</b>	
			<b>1,900,000.00</b>	<b>0.00</b>	<b>0.00</b>	
			<b>0.00</b>	<b>15,455.77</b>	<b>0.00</b>	
<b>Total Local Agency Investment Fund</b>		<b>17,043,808.32</b>	<b>17,043,808.32</b>	<b>8,821.42</b>	<b>8,821.42</b>	<b>8,821.42</b>
			<b>15,143,808.32</b>	<b>6,634.35</b>	<b>0.00</b>	
			<b>1,900,000.00</b>	<b>0.00</b>	<b>0.00</b>	
			<b>0.00</b>	<b>15,455.77</b>	<b>0.00</b>	
<b>TOTAL PORTFOLIO</b>		<b>17,043,808.32</b>	<b>17,043,808.32</b>	<b>8,821.42</b>	<b>8,821.42</b>	<b>8,821.42</b>

City of Brea Laif

Account #10164

**Cash Flow Report***As of May 31, 2022*

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2022	Dividend	90LAIF\$00	928,171,629.97	Local Agency Investment Fund State Pool	0.00	15,313.44	15,313.44
<b>JUL 2022</b>					<b>0.00</b>	<b>15,313.44</b>	<b>15,313.44</b>
<b>TOTAL</b>					<b>0.00</b>	<b>15,313.44</b>	<b>15,313.44</b>

## Important Disclosures



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

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

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

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

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

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

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

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



## City of Brea

Account #120

## Portfolio Summary

As of May 31, 2022

## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.49
Average Coupon	1.65%
Average Purchase YTM	1.45%
Average Market YTM	2.82%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.77 yrs
Average Life	2.57 yrs

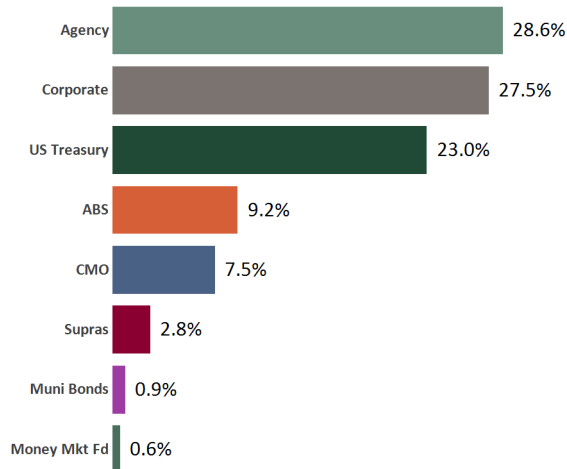
## ACCOUNT SUMMARY

	Beg. Values as of 4/30/22	End Values as of 5/31/22
Market Value	89,202,176	95,698,307
Accrued Interest	275,959	325,331
Total Market Value	<b>89,478,135</b>	<b>96,023,637</b>
Income Earned	102,578	115,516
Cont/WD		6,000,000
Par	92,733,166	98,829,918
Book Value	93,115,092	99,181,237
Cost Value	93,440,915	99,520,995

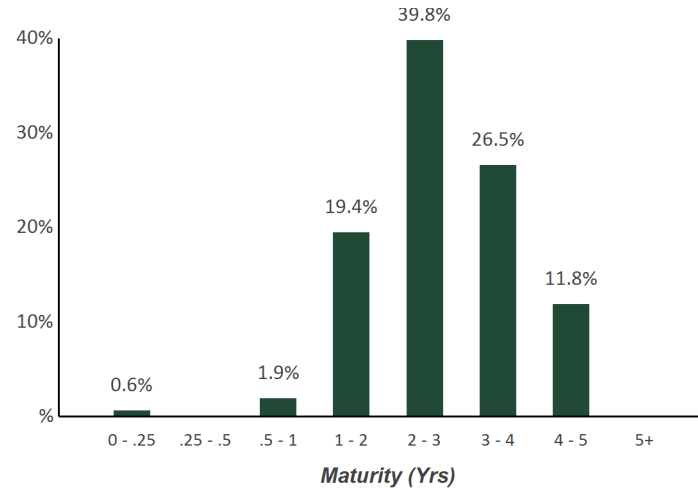
## TOP ISSUERS

Government of United States	23.0%
Federal Home Loan Mortgage Corp	15.6%
Federal National Mortgage Assoc	13.6%
Federal Home Loan Bank	6.9%
Toyota Motor Corp	2.0%
Inter-American Dev Bank	1.8%
Honda ABS	1.8%
Bank of America Corp	1.8%
<b>Total</b>	<b>66.5%</b>

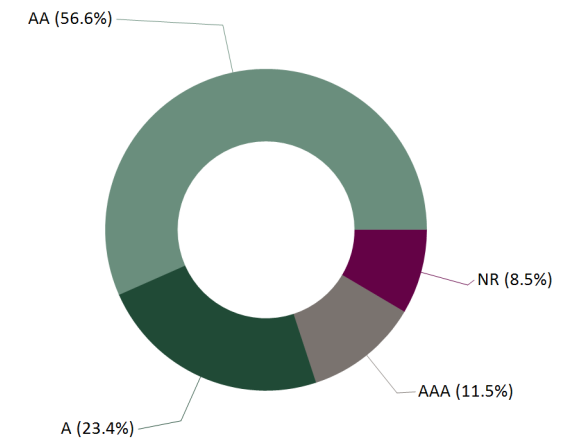
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized								
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	4/30/1996
City of Brea	0.56%	-2.09%	-3.50%	-4.32%	-1.83%	0.65%	1.18%	1.19%	3.47%
ICE BofA 1-5 Yr US Treasury & Agency Index*	0.61%	-2.09%	-3.39%	-4.26%	-2.14%	0.45%	1.00%	0.95%	3.13%
ICE BofA 1-5 Yr AAA-A US Corp & Govt Index	0.63%	-2.11%	-3.47%	-4.33%	-2.06%	0.52%	1.07%	1.08%	N/A

\*ICE BofA 1-Yr US Treasury Bill Index to 9/30/01



# Statement of Compliance

As of May 31, 2022

## City of Brea

*Assets managed by Chandler Asset Management are in full compliance with state law and with the Client's investment policy*

Category	Standard	Comment
U.S Treasuries	No limitations; Bills, Notes, and Bonds	<i>Complies</i>
Federal Agencies	25% max per issuer; 5% max in callables bonds issued by Agencies; U.S. Government Agency securities and instrumentality of government-sponsored corporations	<i>Complies</i>
Supranational Obligations	"AA" rated or higher by a NRSRO; 15% max; 5% max per issuer	<i>Complies</i>
Municipal Securities	5% max issuer; Other investments that are legal investments through the State of California Government Code	<i>Complies</i>
Corporate Medium Term Notes	"A" rating or better by a NRSRO; 30% max; 5% max per issuer	<i>Complies</i>
Pass Through Securities, Asset-Backed Securities (ABS), CMOs	"AA" rated or higher by a NRSRO; 20% max(combined ABS/MBS/CMO), 10% max (ABS); 5% max per issuer	<i>Complies</i>
Negotiable Certificates of Deposit (NCD)	30% max; 5% max per issuer	<i>Complies</i>
Certificates of Deposit (CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	<i>Complies</i>
Banker's Acceptances	40% max; 5% max issuer; 180 days max maturity	<i>Complies</i>
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% max; 5% max per issuer; 270 days max maturity	<i>Complies</i>
Money Market Funds	Highest rating by two NRSROs; 20% max; 5% max per fund	<i>Complies</i>
Local Agency Investment Fund (LAIF)	60% max combined State and County investment pools; 40% max per pool	<i>Complies</i>
OCIP/County Pool	60% max combined State and County investment pools; 40% max per pool	<i>Complies</i>
Repurchase Agreements	5% max issuer; 1 year max maturity	<i>Complies</i>
Downgrade	If a security owned by the City is downgraded to a level below the requirements of the policy, making the security ineligible for additional purchases, the following steps will be taken: -Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer and the Administrative Services Director within two (2) business days; -If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.	<i>Complies</i>
Max Per Issuer	5% max per issuer, with the exception of U.S. Treasury Obligations, U.S. Federal Government Agency obligations, Approved State and County investment pools	<i>Complies</i>
Maximum Maturity	5 years, unless the City Council has granted express authority to make that investment; When possible, a minimum of 25% of the portfolio should be in maturities of 1 year or less	<i>Complies</i>





City of Brea

## Reconciliation Summary

Account #120

As of May 31, 2022

BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$93,115,092.43</b>
<b><u>Acquisition</u></b>		
+ Security Purchases	\$5,906,209.85	
+ Money Market Fund Purchases	\$366,756.95	
+ Money Market Contributions	\$6,000,000.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$12,272,966.80</b>
<b><u>Dispositions</u></b>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$5,910,057.11	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$281,967.72	
<b>Total Dispositions</b>		<b>\$6,192,024.83</b>
<b><u>Amortization/Accretion</u></b>		
+/- Net Accretion	(\$14,797.87)	
		(\$14,797.87)
<b><u>Gain/Loss on Dispositions</u></b>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
<b>ENDING BOOK VALUE</b>		<b>\$99,181,236.53</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$82,780.69</b>
<b><u>Acquisition</u></b>		
Contributions	\$6,000,000.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$84,786.61	
Dividend Received	\$2.62	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$281,967.72	
<b>Total Acquisitions</b>	<b>\$6,366,756.95</b>	
<b><u>Dispositions</u></b>		
Withdrawals	\$0.00	
Security Purchase	\$5,906,209.85	
Accrued Interest Paid	\$3,847.26	
<b>Total Dispositions</b>	<b>\$5,910,057.11</b>	
<b>ENDING BOOK VALUE</b>		<b>\$539,480.53</b>

## City of Brea

Account #120

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	1,701.62	06/24/2020 0.83%	1,746.35 1,705.92	100.03 2.12%	1,702.11 2.20	0.00% (3.81)	Aaa / NR AAA	1.13 0.04
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	135,436.08	08/20/2019 1.79%	135,434.96 135,435.97	99.94 2.06%	135,358.07 107.14	0.14% (77.90)	Aaa / AAA NR	1.21 0.21
58769EAC2	Mercedes-Benz Auto Lease Trust 2020- B A3 0.4% Due 11/15/2023	242,627.07	09/15/2020 0.40%	242,614.77 242,623.75	99.39 2.14%	241,142.43 43.13	0.25% (1,481.32)	NR / AAA AAA	1.46 0.35
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	43,131.44	07/16/2019 2.23%	43,122.29 43,128.24	100.09 1.87%	43,169.22 42.36	0.05% 40.98	Aaa / NR AAA	1.54 0.25
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	148,261.01	10/01/2019 1.95%	148,249.58 148,256.25	100.00 1.96%	148,254.93 87.89	0.15% (1.32)	NR / AAA AAA	1.90 0.30
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	380,589.09	Various 1.71%	382,464.37 381,530.39	99.91 2.22%	380,242.37 326.46	0.40% (1,288.02)	Aaa / AAA NR	2.13 0.32
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	180,464.87	05/18/2020 0.83%	180,450.66 180,457.58	99.16 2.41%	178,949.33 65.77	0.19% (1,508.25)	Aaa / AAA NR	2.13 0.53
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	252,249.12	03/04/2020 1.11%	252,233.70 252,241.44	99.33 2.53%	250,557.79 123.32	0.26% (1,683.65)	Aaa / NR AAA	2.21 0.47
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	417,124.85	09/22/2020 0.38%	417,063.57 417,096.22	98.69 2.46%	411,650.92 55.73	0.43% (5,445.30)	NR / AAA AAA	2.39 0.63
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	640,000.00	08/10/2021 0.39%	639,991.30 639,994.12	97.19 2.83%	622,024.96 76.27	0.65% (17,969.16)	NR / AAA AAA	2.39 1.16
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	142,939.78	07/14/2020 0.52%	142,917.99 142,929.62	98.78 2.47%	141,189.48 32.40	0.15% (1,740.14)	Aaa / NR AAA	2.46 0.63
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	585,000.00	Various 1.49%	576,896.37 577,383.62	97.55 2.74%	570,645.86 32.18	0.59% (6,737.76)	Aaa / NR AAA	2.58 1.03
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	325,892.30	10/06/2020 0.36%	325,831.59 325,854.86	98.78 2.51%	321,901.10 50.69	0.34% (3,953.76)	NR / AAA AAA	2.63 0.57
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	650,000.00	08/04/2020 0.48%	649,863.50 649,917.84	98.55 2.61%	640,545.10 93.35	0.67% (9,372.74)	Aaa / NR AAA	2.73 0.68

## City of Brea

Account #120

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	505,000.00	02/15/2022 1.91%	504,995.66 504,996.20	97.88 3.25%	494,304.61 293.18	0.52% (10,691.59)	Aaa / NR AAA	2.81 1.59
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	300,000.00	01/11/2022 1.11%	299,955.15 299,962.64	97.26 3.13%	291,785.10 55.00	0.30% (8,177.54)	NR / AAA AAA	2.82 1.36
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	230,000.00	02/17/2021 0.27%	229,995.79 229,997.53	97.85 2.96%	225,054.08 17.25	0.23% (4,943.45)	Aaa / NR AAA	2.89 0.80
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	470,000.00	10/20/2020 0.39%	469,891.76 469,943.95	98.29 2.70%	461,939.50 79.38	0.48% (8,004.45)	NR / AAA AAA	2.96 0.74
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	810,000.00	02/02/2021 0.27%	809,849.66 809,913.20	97.99 2.72%	793,708.47 93.60	0.83% (16,204.73)	Aaa / NR AAA	2.96 0.82
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	400,000.00	04/20/2021 0.38%	399,957.92 399,973.01	97.14 3.00%	388,557.20 67.56	0.40% (11,415.81)	NR / AAA AAA	3.30 1.10
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	305,000.00	11/16/2021 0.89%	304,935.71 304,945.96	96.10 3.20%	293,110.80 74.56	0.31% (11,835.16)	Aaa / NR AAA	3.65 1.70
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	385,000.00	07/13/2021 0.52%	384,965.66 384,973.77	95.16 3.53%	366,350.22 88.98	0.38% (18,623.55)	Aaa / NR AAA	3.79 1.63
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	285,000.00	11/09/2021 0.71%	284,993.93 284,994.94	95.88 3.71%	273,269.12 89.93	0.28% (11,725.82)	NR / AAA AAA	3.88 1.39
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	220,000.00	11/09/2021 0.75%	219,950.90 219,959.23	95.92 3.22%	211,024.00 72.36	0.22% (8,935.23)	NR / AAA AAA	3.96 1.67
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	495,000.00	02/15/2022 1.89%	494,925.55 494,931.75	97.03 3.37%	480,275.24 413.60	0.50% (14,656.51)	Aaa / AAA NR	3.96 2.02
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	235,000.00	10/13/2021 0.68%	234,994.01 234,995.09	96.24 3.15%	226,171.05 66.58	0.24% (8,824.04)	Aaa / AAA NR	4.30 1.54

## City of Brea

Account #120

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>ABS</b>									
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	200,000.00	01/11/2022 1.27%	199,982.62 199,984.53	96.82 3.29%	193,642.60 105.00	0.20% (6,341.93)	NR / AAA AAA	4.47 1.58
<b>Total ABS</b>		<b>8,985,417.23</b>	<b>0.86%</b>	<b>8,978,275.32</b> <b>8,978,127.62</b>	<b>2.83%</b>	<b>8,786,525.66</b> <b>2,655.87</b>	<b>9.15%</b> <b>(191,601.96)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>2.90</b> <b>1.03</b>
<b>AGENCY</b>									
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	1,560,000.00	05/05/2020 0.39%	1,559,344.80 1,559,797.39	98.38 2.15%	1,534,734.24 422.50	1.60% (25,063.15)	Aaa / AA+ AAA	0.93 0.92
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	1,025,000.00	08/19/2020 0.28%	1,023,954.50 1,024,572.47	97.63 2.22%	1,000,672.65 690.45	1.04% (23,899.82)	Aaa / AA+ AAA	1.23 1.22
313383YJ4	FHLB Note 3.375% Due 9/8/2023	1,200,000.00	10/29/2018 3.08%	1,215,756.00 1,204,123.40	101.34 2.29%	1,216,119.60 9,337.50	1.28% 11,996.20	Aaa / AA+ NR	1.27 1.23
3135G0U43	FNMA Note 2.875% Due 9/12/2023	1,500,000.00	06/21/2019 1.89%	1,559,805.00 1,518,162.71	100.71 2.30%	1,510,701.00 9,463.54	1.58% (7,461.71)	Aaa / AA+ AAA	1.28 1.25
3135G06H1	FNMA Note 0.25% Due 11/27/2023	1,610,000.00	11/23/2020 0.29%	1,608,164.60 1,609,089.83	96.92 2.37%	1,560,362.09 44.72	1.63% (48,727.74)	Aaa / AA+ AAA	1.49 1.47
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,075,000.00	Various 2.74%	1,106,057.50 1,084,632.83	101.40 2.43%	1,090,057.53 17,435.16	1.15% 5,424.70	Aaa / AA+ AAA	1.52 1.45
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,500,000.00	04/29/2019 2.37%	1,500,105.00 1,500,038.24	99.68 2.56%	1,495,212.00 8,213.54	1.57% (4,826.24)	Aaa / AA+ NR	1.77 1.71
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	06/18/2019 1.96%	1,564,890.20 1,526,497.42	100.60 2.57%	1,508,935.50 20,005.21	1.59% (17,561.92)	Aaa / AA+ NR	2.04 1.94
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	1,200,000.00	09/13/2019 1.79%	1,262,028.00 1,228,395.49	100.46 2.67%	1,205,463.60 7,475.00	1.26% (22,931.89)	Aaa / AA+ AAA	2.29 2.18
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,755,000.00	Various 1.49%	1,765,434.95 1,760,368.93	97.51 2.72%	1,711,260.14 3,644.07	1.79% (49,108.79)	Aaa / AA+ AAA	2.38 2.30
3135G0X24	FNMA Note 1.625% Due 1/7/2025	1,875,000.00	Various 1.47%	1,888,349.75 1,882,170.36	97.32 2.70%	1,824,686.25 12,187.50	1.91% (57,484.11)	Aaa / AA+ AAA	2.61 2.51
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	1,920,000.00	02/13/2020 1.52%	1,918,521.60 1,919,200.45	96.78 2.75%	1,858,083.84 8,720.00	1.94% (61,116.61)	Aaa / AA+ AAA	2.71 2.60
3135G03U5	FNMA Note 0.625% Due 4/22/2025	1,510,000.00	04/22/2020 0.67%	1,506,889.40 1,508,199.13	94.09 2.77%	1,420,701.62 1,022.40	1.48% (87,497.51)	Aaa / AA+ AAA	2.90 2.83

## City of Brea

Account #120

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,800,000.00	Various 0.46%	1,802,513.00 1,801,908.56	93.41 2.77%	1,681,338.60 4,100.00	1.76% (120,569.96)	Aaa / AA+ AAA	3.05 2.98
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	1,800,000.00	Various 0.45%	1,793,673.60 1,795,933.92	92.86 2.76%	1,671,562.80 2,437.50	1.74% (124,371.12)	Aaa / AA+ AAA	3.14 3.08
3135G05X7	FNMA Note 0.375% Due 8/25/2025	1,800,000.00	Various 0.45%	1,793,460.00 1,795,453.07	92.57 2.79%	1,666,287.00 1,800.00	1.74% (129,166.07)	Aaa / AA+ AAA	3.24 3.17
3137EAX3	FHLMC Note 0.375% Due 9/23/2025	1,805,000.00	Various 0.44%	1,799,651.55 1,801,387.53	92.41 2.79%	1,667,910.25 1,278.55	1.74% (133,477.28)	Aaa / AA+ AAA	3.32 3.25
3135G06G3	FNMA Note 0.5% Due 11/7/2025	1,825,000.00	Various 0.57%	1,819,098.50 1,820,930.79	92.56 2.79%	1,689,220.00 608.34	1.76% (131,710.79)	Aaa / AA+ AAA	3.44 3.36
<b>Total Agency</b>		<b>28,260,000.00</b>	<b>1.17%</b>	<b>28,487,697.95</b> <b>28,340,862.52</b>	<b>2.60%</b>	<b>27,313,308.71</b> <b>108,885.98</b>	<b>28.56%</b> <b>(1,027,553.81)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.33</b> <b>2.26</b>
<b>CMO</b>									
3137BDCW4	FHLMC K039 A2 3.303% Due 7/25/2024	1,650,000.00	11/04/2021 0.60%	1,748,226.56 1,727,461.57	100.49 2.95%	1,658,056.95 4,541.63	1.73% (69,404.62)	NR / NR AAA	2.15 1.89
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	850,000.00	07/01/2021 0.72%	914,347.66 896,437.02	100.25 2.98%	852,142.85 2,246.13	0.89% (44,294.17)	Aaa / AAA AAA	2.41 2.19
3137F4WZ1	FHLMC K731 A2 3.6% Due 2/25/2025	1,397,020.57	05/03/2022 2.67%	1,412,955.33 1,412,541.85	101.35 2.95%	1,415,902.70 4,191.06	1.48% 3,360.85	NR / NR AAA	2.74 2.34
3137BKRJ1	FHLMC K047 A2 3.329% Due 5/25/2025	700,000.00	05/19/2022 3.05%	704,046.88 704,016.71	100.64 3.03%	704,456.90 1,941.92	0.74% 440.19	NR / NR AAA	2.99 2.69
3137BNGT5	FHLMC K054 A2 2.745% Due 1/25/2026	1,000,000.00	10/29/2021 1.10%	1,058,359.38 1,050,296.57	98.73 3.09%	987,262.00 2,287.50	1.03% (63,034.57)	NR / AAA NR	3.66 3.30
3137BQYS0	FHLMC K056 A2 2.525% Due 5/25/2026	570,000.00	01/31/2022 1.67%	587,189.06 585,878.78	97.76 3.12%	557,234.85 1,199.38	0.58% (28,643.93)	NR / NR AAA	3.99 3.60
3137BXQY1	FHLMC K064 A2 3.224% Due 3/25/2027	1,000,000.00	05/06/2022 3.24%	997,929.69 997,954.46	100.00 3.20%	999,978.00 2,686.67	1.04% 2,023.54	NR / AAA NR	4.82 4.25
<b>Total CMO</b>		<b>7,167,020.57</b>	<b>1.76%</b>	<b>7,423,054.56</b> <b>7,374,586.96</b>	<b>3.03%</b>	<b>7,175,034.25</b> <b>19,094.29</b>	<b>7.49%</b> <b>(199,552.71)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.10</b> <b>2.75</b>

## City of Brea

Account #120

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
89236TJD8	Toyota Motor Credit Corp Note 0.4% Due 4/6/2023	275,000.00	04/06/2021 0.44%	274,777.25 274,905.32	98.19 2.58%	270,014.80 168.06	0.28% (4,890.52)	A1 / A+ A+	0.85 0.84
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	225,000.00	07/11/2018 3.49%	224,610.75 224,912.93	100.92 2.61%	227,069.33 2,954.06	0.24% 2,156.40	A3 / A- A	1.12 1.08
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	250,000.00	05/16/2019 2.79%	256,575.00 251,856.67	101.16 2.46%	252,888.75 2,635.42	0.27% 1,032.08	A1 / A AA-	1.20 1.16
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	750,000.00	Various 3.39%	757,259.00 752,263.12	101.05 2.83%	757,853.25 3,851.56	0.79% 5,590.13	A3 / A- A	1.36 1.31
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	640,000.00	03/01/2021 0.47%	639,545.60 639,742.26	96.44 2.70%	617,189.12 1,072.00	0.64% (22,553.14)	A2 / A A	1.63 1.60
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	800,000.00	Various 3.01%	810,414.54 803,003.32	100.42 2.73%	803,320.01 6,784.45	0.84% 316.69	A2 / A- AA-	1.76 1.69
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	1,100,000.00	Various 2.80%	1,121,362.00 1,108,292.98	100.46 2.98%	1,105,086.40 7,944.44	1.16% (3,206.58)	A1 / A AA-	1.78 1.71
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	530,000.00	03/16/2021 0.77%	529,735.00 529,841.39	96.66 2.66%	512,317.08 806.04	0.53% (17,524.31)	A2 / A A	1.80 1.76
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	935,000.00	Various 0.96%	927,000.65 928,477.86	95.40 2.88%	891,966.63 2,207.64	0.93% (36,511.23)	A2 / A+ NR	2.13 2.08
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	195,000.00	08/08/2019 2.20%	194,569.05 194,809.88	98.15 3.02%	191,384.31 1,234.46	0.20% (3,425.57)	A1 / A+ NR	2.21 2.12
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	1,100,000.00	Various 2.21%	1,102,086.00 1,101,068.54	97.85 3.18%	1,076,325.80 2,062.50	1.12% (24,742.74)	A1 / A AA-	2.42 2.32
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	1,100,000.00	01/28/2020 1.91%	1,111,770.00 1,106,013.23	98.20 2.92%	1,080,214.30 1,510.97	1.13% (25,798.93)	A2 / A A	2.44 2.35
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	810,000.00	01/10/2022 1.50%	808,914.60 809,052.26	96.01 3.05%	777,660.75 4,502.25	0.81% (31,391.51)	A1 / A+ A+	2.62 2.52
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	955,000.00	01/16/2020 2.10%	952,965.85 953,925.59	97.10 3.20%	927,326.97 7,069.65	0.97% (26,598.62)	A1 / AA- AA-	2.65 2.52
00440EAS6	Chubb INA Holdings Inc Note 3.15% Due 3/15/2025	1,250,000.00	03/04/2022 2.15%	1,286,200.00 1,283,410.34	99.63 3.29%	1,245,435.00 8,312.50	1.31% (37,975.34)	A3 / A A	2.79 2.63

## City of Brea

Account #120

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	890,000.00	03/31/2022 2.86%	889,768.60 889,780.21	99.07 3.19%	881,728.34 3,804.75	0.92% (8,051.87)	A1 / A+ NR	2.85 2.70
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	475,000.00	04/07/2022 3.39%	474,824.25 474,831.95	99.65 3.50%	473,350.33 2,092.97	0.50% (1,481.62)	A1 / A AA-	2.87 2.70
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	826,000.00	07/23/2021 0.85%	856,413.32 849,573.64	95.35 3.54%	787,609.17 1,273.42	0.82% (61,964.47)	A2 / A- AA-	2.92 2.80
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	465,000.00	05/10/2022 3.44%	464,409.45 464,419.69	100.73 3.14%	468,384.27 790.50	0.49% 3,964.58	A2 / A A	2.95 2.78
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	985,000.00	05/24/2021 0.78%	986,279.75 985,853.56	94.72 2.84%	932,959.51 4,058.20	0.98% (52,894.05)	A2 / A- AA-	3.01 2.91
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	1,000,000.00	05/03/2022 3.62%	995,060.00 995,177.31	99.99 3.45%	999,924.00 2,587.50	1.04% 4,746.69	A2 / A- A	3.04 2.86
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	470,000.00	Various 0.95%	470,293.55 470,201.87	94.62 2.95%	444,722.46 1,998.83	0.47% (25,479.41)	A2 / A- AA-	3.07 2.97
89788MAA0	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 8/5/2025	650,000.00	02/03/2022 1.85%	635,726.00 637,002.26	93.11 3.51%	605,219.55 2,513.33	0.63% (31,782.71)	A3 / A- A	3.18 3.06
06406HCQ0	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	800,000.00	04/05/2022 3.20%	819,928.00 819,078.36	101.86 3.36%	814,865.60 1,141.11	0.85% (4,212.76)	A1 / A AA-	3.47 3.14
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	312,000.00	05/20/2021 1.11%	323,646.96 320,606.85	95.07 3.59%	296,626.82 704.05	0.31% (23,980.03)	A2 / A- AA-	3.90 3.68
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	500,000.00	05/18/2022 3.87%	472,305.00 472,535.95	95.42 3.61%	477,075.00 1,002.83	0.50% 4,539.05	A1 / A- A	3.91 3.69
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	1,455,000.00	05/10/2021 1.09%	1,448,714.40 1,450,039.68	92.26 3.10%	1,342,429.56 767.92	1.40% (107,610.12)	A1 / AA AA-	3.95 3.82
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	240,000.00	Various 1.08%	240,776.80 240,622.79	92.13 3.29%	221,105.76 122.67	0.23% (19,517.03)	A3 / A+ A	3.96 3.81



## City of Brea

Account #120

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	995,000.00	06/15/2021 1.13%	994,562.20 994,645.64	91.45 3.40%	909,909.59 5,068.28	0.95% (84,736.05)	A1 / A+ A+	4.05 3.88
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	950,000.00	Various 1.25%	952,508.00 951,928.33	92.48 3.47%	878,574.26 5,638.72	0.92% (73,354.07)	A2 / A- AA-	4.05 3.86
037833DN7	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 9/11/2026	450,000.00	12/02/2021 1.49%	461,178.00 459,998.91	95.79 3.11%	431,047.35 2,050.00	0.45% (28,951.56)	Aaa / AA+ NR	4.28 4.03
06368FAC3	Bank of Montreal Note 1.25% Due 9/15/2026	500,000.00	09/13/2021 1.28%	499,395.00 499,480.81	90.18 3.75%	450,881.50 1,319.44	0.47% (48,599.31)	A2 / A- AA-	4.30 4.09
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	235,000.00	09/08/2021 1.09%	234,555.85 234,618.36	91.82 3.10%	215,776.77 507.21	0.23% (18,841.59)	Aa2 / AA AA	4.30 4.13
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	850,000.00	01/13/2022 1.81%	892,644.50 889,257.21	97.59 3.53%	829,546.45 12,537.50	0.88% (59,710.76)	Aa3 / A NR	4.51 4.11
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	535,000.00	01/19/2022 1.99%	534,090.50 534,154.57	94.49 3.24%	505,494.75 3,680.35	0.53% (28,659.82)	A2 / A A	4.63 4.33
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	750,000.00	03/09/2022 2.73%	740,115.00 740,560.86	95.27 3.54%	714,543.00 4,491.67	0.75% (26,017.86)	A2 / A A	4.76 4.41
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	1,080,000.00	03/07/2022 2.30%	1,079,794.80 1,079,803.57	96.02 3.20%	1,037,050.56 5,244.00	1.09% (42,753.01)	Aa2 / AA A+	4.79 4.46
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	430,000.00	05/05/2022 4.04%	429,303.40 429,311.79	102.52 3.43%	440,830.41 1,003.33	0.46% 11,518.62	A2 / A+ A+	4.95 4.39
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	430,000.00	05/17/2022 3.69%	430,200.10 430,198.78	101.02 3.47%	434,387.72 486.14	0.45% 4,188.94	A3 / A+ A	4.96 4.43
<b>Total Corporate</b>		<b>27,188,000.00</b>	<b>2.04%</b>	<b>27,324,278.72</b> <b>27,275,258.64</b>	<b>3.18%</b>	<b>26,330,095.23</b> <b>118,000.72</b>	<b>27.54%</b> <b>(945,163.41)</b>	<b>A1 / A</b> <b>A+</b>	<b>3.12</b> <b>2.95</b>

## City of Brea

Account #120

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>MONEY MARKET FUND</b>									
316175884	Fidelity Institutional Money Market Fund 696	539,480.53	Various 0.37%	539,480.53 539,480.53	1.00 0.37%	539,480.53 0.00	0.56% 0.00	Aaa / AAA NR	0.00 0.00
<b>Total Money Market Fund</b>		<b>539,480.53</b>	<b>0.37%</b>	<b>539,480.53</b> <b>539,480.53</b>	<b>0.37%</b>	<b>539,480.53</b> <b>0.00</b>	<b>0.56%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>MUNICIPAL BONDS</b>									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	900,000.00	10/16/2019 1.91%	920,673.00 909,774.98	98.31 3.15%	884,826.00 3,600.00	0.93% (24,948.98)	Aa2 / AA- AA	2.34 2.24
<b>Total Municipal Bonds</b>		<b>900,000.00</b>	<b>1.91%</b>	<b>920,673.00</b> <b>909,774.98</b>	<b>3.15%</b>	<b>884,826.00</b> <b>3,600.00</b>	<b>0.93%</b> <b>(24,948.98)</b>	<b>Aa2 / AA-</b> <b>AA</b>	<b>2.34</b> <b>2.24</b>
<b>SUPRANATIONAL</b>									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	945,000.00	Various 0.54%	943,389.35 943,870.14	92.44 2.84%	873,601.47 433.13	0.91% (70,268.67)	Aaa / AAA AAA	3.41 3.33
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 4/20/2026	1,915,000.00	04/13/2021 0.97%	1,906,229.30 1,908,184.22	92.57 2.91%	1,772,700.18 1,908.35	1.85% (135,484.04)	Aaa / AAA AAA	3.89 3.77
<b>Total Supranational</b>		<b>2,860,000.00</b>	<b>0.83%</b>	<b>2,849,618.65</b> <b>2,852,054.36</b>	<b>2.89%</b>	<b>2,646,301.65</b> <b>2,341.48</b>	<b>2.76%</b> <b>(205,752.71)</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>3.73</b> <b>3.62</b>
<b>US TREASURY</b>									
912828T91	US Treasury Note 1.625% Due 10/31/2023	1,500,000.00	05/29/2019 2.05%	1,472,988.28 1,491,352.90	99.05 2.31%	1,485,762.00 2,119.57	1.55% (5,590.90)	Aaa / AA+ AAA	1.42 1.39
912828V23	US Treasury Note 2.25% Due 12/31/2023	930,000.00	06/21/2019 1.80%	948,273.05 936,397.23	99.82 2.37%	928,292.52 8,786.19	0.98% (8,104.71)	Aaa / AA+ AAA	1.59 1.53
912828B66	US Treasury Note 2.75% Due 2/15/2024	1,500,000.00	04/29/2019 2.31%	1,529,648.44 1,510,559.72	100.54 2.43%	1,508,028.00 12,078.73	1.58% (2,531.72)	Aaa / AA+ AAA	1.71 1.65
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	950,000.00	03/30/2021 0.33%	947,699.22 948,608.88	96.18 2.45%	913,670.10 503.40	0.95% (34,938.78)	Aaa / AA+ AAA	1.79 1.77

## City of Brea

Account #120

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>US TREASURY</b>									
912828X70	US Treasury Note 2% Due 4/30/2024	1,000,000.00	06/10/2019 1.92%	1,003,515.63 1,001,376.71	99.09 2.49%	990,859.00 1,739.13	1.03% (10,517.71)	Aaa / AA+ AAA	1.92 1.86
912828XX3	US Treasury Note 2% Due 6/30/2024	1,450,000.00	12/12/2019 1.74%	1,466,595.70 1,457,593.46	98.90 2.55%	1,434,026.80 12,176.80	1.51% (23,566.66)	Aaa / AA+ AAA	2.08 2.01
912828D56	US Treasury Note 2.375% Due 8/15/2024	1,500,000.00	03/05/2020 0.68%	1,611,093.75 1,555,170.40	99.51 2.60%	1,492,617.00 10,431.63	1.57% (62,553.40)	Aaa / AA+ AAA	2.21 2.12
9128283D0	US Treasury Note 2.25% Due 10/31/2024	1,500,000.00	11/07/2019 1.77%	1,533,925.78 1,516,468.64	99.07 2.65%	1,486,113.00 2,934.78	1.55% (30,355.64)	Aaa / AA+ AAA	2.42 2.33
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	2,000,000.00	03/18/2020 0.81%	2,030,859.38 2,017,128.92	95.88 2.69%	1,917,500.00 5,686.14	2.00% (99,628.92)	Aaa / AA+ AAA	2.75 2.67
91282CED9	US Treasury Note 1.75% Due 3/15/2025	2,150,000.00	04/05/2022 2.65%	2,095,662.11 2,098,447.37	97.43 2.71%	2,094,738.55 7,974.86	2.19% (3,708.82)	Aaa / AA+ AAA	2.79 2.69
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	1,900,000.00	02/19/2021 0.51%	1,877,363.28 1,883,611.61	92.01 2.78%	1,748,148.20 804.64	1.82% (135,463.41)	Aaa / AA+ AAA	3.34 3.27
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	1,900,000.00	02/11/2021 0.42%	1,885,156.25 1,889,242.16	91.82 2.78%	1,744,511.60 413.04	1.82% (144,730.56)	Aaa / AA+ AAA	3.42 3.36
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	1,350,000.00	03/26/2021 0.77%	1,325,794.92 1,331,878.09	91.97 2.80%	1,241,631.45 13.83	1.29% (90,246.64)	Aaa / AA+ AAA	3.50 3.43
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	480,000.00	09/17/2021 0.86%	477,393.75 477,760.30	91.74 2.83%	440,343.84 909.78	0.46% (37,416.46)	Aaa / AA+ AAA	4.25 4.12
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	2,820,000.00	Various 1.08%	2,791,946.88 2,795,494.53	92.07 2.83%	2,596,492.44 4,179.93	2.71% (199,002.09)	Aaa / AA+ AAA	4.34 4.19
<b>Total US Treasury</b>		<b>22,930,000.00</b>	<b>1.32%</b>	<b>22,997,916.42</b> <b>22,911,090.92</b>	<b>2.64%</b>	<b>22,022,734.50</b> <b>70,752.45</b>	<b>23.01%</b> <b>(888,356.42)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.72</b> <b>2.64</b>
<b>TOTAL PORTFOLIO</b>		<b>98,829,918.33</b>	<b>1.45%</b>	<b>99,520,995.15</b> <b>99,181,236.53</b>	<b>2.82%</b>	<b>95,698,306.53</b> <b>325,330.79</b>	<b>100.00%</b> <b>(3,482,930.00)</b>	<b>Aa2 / AA</b> <b>AAA</b>	<b>2.77</b> <b>2.49</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>96,023,637.32</b>			

City of Brea

Account #120

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/01/2022	316175884	20,015.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	20,015.50	0.00	20,015.50	0.00
Purchase	05/03/2022	316175884	2.62	Fidelity Institutional Money Market Fund 696	1.000	0.01%	2.62	0.00	2.62	0.00
Purchase	05/05/2022	316175884	2,925.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	2,925.00	0.00	2,925.00	0.00
Purchase	05/05/2022	63743HFE7	1,000,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	99.506	3.62%	995,060.00	95.83	995,155.83	0.00
Purchase	05/06/2022	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	101.141	2.67%	1,412,955.33	698.51	1,413,653.84	0.00
Purchase	05/07/2022	316175884	4,562.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	4,562.50	0.00	4,562.50	0.00
Purchase	05/08/2022	316175884	11,825.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	11,825.00	0.00	11,825.00	0.00
Purchase	05/10/2022	665859AW4	430,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	99.838	4.04%	429,303.40	0.00	429,303.40	0.00
Purchase	05/11/2022	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	99.793	3.24%	997,929.69	895.56	998,825.25	0.00
Purchase	05/12/2022	316175884	7,275.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	7,275.00	0.00	7,275.00	0.00
Purchase	05/13/2022	14913R2V8	465,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	99.873	3.44%	464,409.45	0.00	464,409.45	0.00
Purchase	05/15/2022	316175884	1,380.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	1,380.00	0.00	1,380.00	0.00
Purchase	05/16/2022	316175884	775.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	775.50	0.00	775.50	0.00
Purchase	05/16/2022	316175884	210.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	210.00	0.00	210.00	0.00
Purchase	05/16/2022	316175884	133.17	Fidelity Institutional Money Market Fund 696	1.000	0.01%	133.17	0.00	133.17	0.00
Purchase	05/16/2022	316175884	175.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	175.50	0.00	175.50	0.00

City of Brea

Account #120

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/16/2022	316175884	168.63	Fidelity Institutional Money Market Fund 696	1.000	0.01%	168.63	0.00	168.63	0.00
Purchase	05/16/2022	316175884	166.83	Fidelity Institutional Money Market Fund 696	1.000	0.01%	166.83	0.00	166.83	0.00
Purchase	05/16/2022	316175884	135.67	Fidelity Institutional Money Market Fund 696	1.000	0.01%	135.67	0.00	135.67	0.00
Purchase	05/16/2022	316175884	126.67	Fidelity Institutional Money Market Fund 696	1.000	0.01%	126.67	0.00	126.67	0.00
Purchase	05/16/2022	316175884	148.83	Fidelity Institutional Money Market Fund 696	1.000	0.01%	148.83	0.00	148.83	0.00
Purchase	05/16/2022	316175884	15,877.63	Fidelity Institutional Money Market Fund 696	1.000	0.01%	15,877.63	0.00	15,877.63	0.00
Purchase	05/16/2022	316175884	28,090.93	Fidelity Institutional Money Market Fund 696	1.000	0.01%	28,090.93	0.00	28,090.93	0.00
Purchase	05/16/2022	316175884	15,018.41	Fidelity Institutional Money Market Fund 696	1.000	0.01%	15,018.41	0.00	15,018.41	0.00
Purchase	05/16/2022	316175884	18,361.43	Fidelity Institutional Money Market Fund 696	1.000	0.01%	18,361.43	0.00	18,361.43	0.00
Purchase	05/16/2022	316175884	25,099.59	Fidelity Institutional Money Market Fund 696	1.000	0.01%	25,099.59	0.00	25,099.59	0.00
Purchase	05/16/2022	316175884	33,746.56	Fidelity Institutional Money Market Fund 696	1.000	0.01%	33,746.56	0.00	33,746.56	0.00
Purchase	05/16/2022	316175884	20,731.14	Fidelity Institutional Money Market Fund 696	1.000	0.01%	20,731.14	0.00	20,731.14	0.00
Purchase	05/16/2022	316175884	46,434.43	Fidelity Institutional Money Market Fund 696	1.000	0.01%	46,434.43	0.00	46,434.43	0.00
Purchase	05/16/2022	316175884	25,530.06	Fidelity Institutional Money Market Fund 696	1.000	0.01%	25,530.06	0.00	25,530.06	0.00
Purchase	05/18/2022	316175884	15,800.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	15,800.00	0.00	15,800.00	0.00
Purchase	05/18/2022	316175884	30,998.26	Fidelity Institutional Money Market Fund 696	1.000	0.01%	30,998.26	0.00	30,998.26	0.00

City of Brea

Account #120

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/20/2022	316175884	208.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	208.00	0.00	208.00	0.00
Purchase	05/20/2022	316175884	254.58	Fidelity Institutional Money Market Fund 696	1.000	0.01%	254.58	0.00	254.58	0.00
Purchase	05/20/2022	316175884	799.58	Fidelity Institutional Money Market Fund 696	1.000	0.01%	799.58	0.00	799.58	0.00
Purchase	05/20/2022	316175884	24,250.24	Fidelity Institutional Money Market Fund 696	1.000	0.01%	24,250.24	0.00	24,250.24	0.00
Purchase	05/20/2022	6174468Q5	500,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	94.461	3.87%	472,305.00	668.56	472,973.56	0.00
Purchase	05/20/2022	91324PEG3	165,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	100.077	3.68%	165,127.05	0.00	165,127.05	0.00
Purchase	05/20/2022	91324PEG3	165,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	100.077	3.68%	165,127.05	0.00	165,127.05	0.00
Purchase	05/20/2022	91324PEG3	100,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	99.946	3.71%	99,946.00	0.00	99,946.00	0.00
Purchase	05/23/2022	316175884	223.67	Fidelity Institutional Money Market Fund 696	1.000	0.01%	223.67	0.00	223.67	0.00
Purchase	05/23/2022	316175884	51.75	Fidelity Institutional Money Market Fund 696	1.000	0.01%	51.75	0.00	51.75	0.00
Purchase	05/24/2022	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	100.578	3.05%	704,046.88	1,488.80	705,535.68	0.00
Purchase	05/25/2022	316175884	275.00	Fidelity Institutional Money Market Fund 696	1.000	0.01%	275.00	0.00	275.00	0.00
Purchase	05/25/2022	316175884	160.88	Fidelity Institutional Money Market Fund 696	1.000	0.01%	160.88	0.00	160.88	0.00
Purchase	05/25/2022	316175884	4,541.63	Fidelity Institutional Money Market Fund 696	1.000	0.01%	4,541.63	0.00	4,541.63	0.00

City of Brea

Account #120

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/25/2022	316175884	2,246.13	Fidelity Institutional Money Market Fund 696	1.000	0.01%	2,246.13	0.00	2,246.13	0.00
Purchase	05/25/2022	316175884	2,287.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	2,287.50	0.00	2,287.50	0.00
Purchase	05/25/2022	316175884	1,199.38	Fidelity Institutional Money Market Fund 696	1.000	0.01%	1,199.38	0.00	1,199.38	0.00
Purchase	05/27/2022	316175884	2,012.50	Fidelity Institutional Money Market Fund 696	1.000	0.01%	2,012.50	0.00	2,012.50	0.00
Purchase	05/31/2022	316175884	2,531.25	Fidelity Institutional Money Market Fund 696	1.000	0.37%	2,531.25	0.00	2,531.25	0.00
<b>Subtotal</b>			<b>6,288,777.52</b>				<b>6,272,966.80</b>	<b>3,847.26</b>	<b>6,276,814.06</b>	<b>0.00</b>
Security Contribution	05/03/2022	316175884	6,000,000.00	Fidelity Institutional Money Market Fund 696	1.000		6,000,000.00	0.00	6,000,000.00	0.00
<b>Subtotal</b>			<b>6,000,000.00</b>				<b>6,000,000.00</b>	<b>0.00</b>	<b>6,000,000.00</b>	<b>0.00</b>
Short Sale	05/05/2022	316175884	-995,155.83	Fidelity Institutional Money Market Fund 696	1.000		-995,155.83	0.00	-995,155.83	0.00
Short Sale	05/06/2022	316175884	-1,413,653.84	Fidelity Institutional Money Market Fund 696	1.000		-1,413,653.84	0.00	-1,413,653.84	0.00
<b>Subtotal</b>			<b>-2,408,809.67</b>				<b>-2,408,809.67</b>	<b>0.00</b>	<b>-2,408,809.67</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>9,879,967.85</b>				<b>9,864,157.13</b>	<b>3,847.26</b>	<b>9,868,004.39</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	05/05/2022	316175884	-995,155.83	Fidelity Institutional Money Market Fund 696	1.000		-995,155.83	0.00	-995,155.83	0.00
Closing Purchase	05/06/2022	316175884	-1,413,653.84	Fidelity Institutional Money Market Fund 696	1.000		-1,413,653.84	0.00	-1,413,653.84	0.00
<b>Subtotal</b>			<b>-2,408,809.67</b>				<b>-2,408,809.67</b>	<b>0.00</b>	<b>-2,408,809.67</b>	<b>0.00</b>
Sale	05/05/2022	316175884	995,155.83	Fidelity Institutional Money Market Fund 696	1.000	0.01%	995,155.83	0.00	995,155.83	0.00



City of Brea

Account #120

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Sale	05/06/2022	316175884	1,413,653.84	Fidelity Institutional Money Market Fund 696	1.000	0.01%	1,413,653.84	0.00	1,413,653.84	0.00
Sale	05/10/2022	316175884	429,303.40	Fidelity Institutional Money Market Fund 696	1.000	0.01%	429,303.40	0.00	429,303.40	0.00
Sale	05/11/2022	316175884	998,825.25	Fidelity Institutional Money Market Fund 696	1.000	0.01%	998,825.25	0.00	998,825.25	0.00
Sale	05/13/2022	316175884	464,409.45	Fidelity Institutional Money Market Fund 696	1.000	0.01%	464,409.45	0.00	464,409.45	0.00
Sale	05/20/2022	316175884	430,200.10	Fidelity Institutional Money Market Fund 696	1.000	0.01%	430,200.10	0.00	430,200.10	0.00
Sale	05/20/2022	316175884	472,973.56	Fidelity Institutional Money Market Fund 696	1.000	0.01%	472,973.56	0.00	472,973.56	0.00
Sale	05/24/2022	316175884	705,535.68	Fidelity Institutional Money Market Fund 696	1.000	0.01%	705,535.68	0.00	705,535.68	0.00
<b>Subtotal</b>			<b>5,910,057.11</b>				<b>5,910,057.11</b>	<b>0.00</b>	<b>5,910,057.11</b>	<b>0.00</b>
Paydown	05/16/2022	362554AC1	0.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		0.00	133.17	133.17	0.00
Paydown	05/16/2022	380146AC4	0.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	100.000		0.00	210.00	210.00	0.00
Paydown	05/16/2022	43813DAC2	15,743.55	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		15,743.55	134.08	15,877.63	0.00
Paydown	05/16/2022	43815BAC4	0.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		0.00	775.50	775.50	0.00
Paydown	05/16/2022	43815NAC8	27,848.72	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		27,848.72	242.21	28,090.93	0.00
Paydown	05/16/2022	44891RAC4	0.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		0.00	148.83	148.83	0.00

City of Brea

Account #120

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	05/16/2022	44933LAC7	0.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		0.00	126.67	126.67	0.00
Paydown	05/16/2022	44935FAD6	0.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		0.00	135.67	135.67	0.00
Paydown	05/16/2022	477870AC3	14,911.51	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		14,911.51	106.90	15,018.41	0.00
Paydown	05/16/2022	47787NAC3	18,292.91	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		18,292.91	68.52	18,361.43	0.00
Paydown	05/16/2022	47789JAD8	25,034.75	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		25,034.75	64.84	25,099.59	0.00
Paydown	05/16/2022	47789KAC7	33,484.64	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		33,484.64	261.92	33,746.56	0.00
Paydown	05/16/2022	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	166.83	166.83	0.00
Paydown	05/16/2022	58769EAC2	20,643.38	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		20,643.38	87.76	20,731.14	0.00
Paydown	05/16/2022	65479JAD5	45,748.74	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		45,748.74	685.69	46,434.43	0.00
Paydown	05/16/2022	89236XAC0	25,427.59	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		25,427.59	102.47	25,530.06	0.00
Paydown	05/16/2022	89238JAC9	0.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		0.00	168.63	168.63	0.00
Paydown	05/16/2022	89240BAC2	0.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		0.00	175.50	175.50	0.00
Paydown	05/18/2022	43813KAC6	30,860.13	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		30,860.13	138.13	30,998.26	0.00

City of Brea

Account #120

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Paydown	05/20/2022	36262XAC8	0.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		0.00	208.00	208.00	0.00
Paydown	05/20/2022	36265MAC9	0.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	100.000		0.00	799.58	799.58	0.00
Paydown	05/20/2022	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	254.58	254.58	0.00
Paydown	05/20/2022	92348AAA3	23,971.80	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		23,971.80	278.44	24,250.24	0.00
Paydown	05/23/2022	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	51.75	51.75	0.00
Paydown	05/23/2022	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	223.67	223.67	0.00
Paydown	05/25/2022	05601XAC3	0.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		0.00	275.00	275.00	0.00
Paydown	05/25/2022	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	160.88	160.88	0.00
Paydown	05/25/2022	3137BDCW4	0.00	FHLMC K039 A2 3.303% Due 7/25/2024	100.000		0.00	4,541.63	4,541.63	0.00
Paydown	05/25/2022	3137BFE98	0.00	FHLMC K041 A2 3.171% Due 10/25/2024	100.000		0.00	2,246.13	2,246.13	0.00
Paydown	05/25/2022	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	100.000		0.00	2,287.50	2,287.50	0.00
Paydown	05/25/2022	3137BQYS0	0.00	FHLMC K056 A2 2.525% Due 5/25/2026	100.000		0.00	1,199.38	1,199.38	0.00
<b>Subtotal</b>			<b>281,967.72</b>				<b>281,967.72</b>	<b>16,459.86</b>	<b>298,427.58</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>3,783,215.16</b>				<b>3,783,215.16</b>	<b>16,459.86</b>	<b>3,799,675.02</b>	<b>0.00</b>

**OTHER TRANSACTIONS**

Interest	05/01/2022	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.000	7,640.50	0.00	7,640.50	0.00
Interest	05/01/2022	78015K7C2	1,100,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.000	12,375.00	0.00	12,375.00	0.00
Interest	05/05/2022	3137EAER6	1,560,000.00	FHLMC Note 0.375% Due 5/5/2023	0.000	2,925.00	0.00	2,925.00	0.00
Interest	05/07/2022	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.000	4,562.50	0.00	4,562.50	0.00
Interest	05/08/2022	14913Q3B3	1,100,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.000	11,825.00	0.00	11,825.00	0.00
Interest	05/12/2022	023135BX3	1,455,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.000	7,275.00	0.00	7,275.00	0.00
Interest	05/15/2022	91324PEC2	240,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.000	1,380.00	0.00	1,380.00	0.00
Interest	05/18/2022	06406HCQ0	800,000.00	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	0.000	15,800.00	0.00	15,800.00	0.00
Interest	05/27/2022	3135G06H1	1,610,000.00	FNMA Note 0.25% Due 11/27/2023	0.000	2,012.50	0.00	2,012.50	0.00
Interest	05/31/2022	91282CAZ4	1,350,000.00	US Treasury Note 0.375% Due 11/30/2025	0.000	2,531.25	0.00	2,531.25	0.00
<b>Subtotal</b>			<b>11,866,000.00</b>			<b>68,326.75</b>	<b>0.00</b>	<b>68,326.75</b>	<b>0.00</b>
Dividend	05/03/2022	316175884	102,796.19	Fidelity Institutional Money Market Fund 696	0.000	2.62	0.00	2.62	0.00
<b>Subtotal</b>			<b>102,796.19</b>			<b>2.62</b>	<b>0.00</b>	<b>2.62</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>11,968,796.19</b>			<b>68,329.37</b>	<b>0.00</b>	<b>68,329.37</b>	<b>0.00</b>



## City of Brea

Account #120

## Income Earned

As of May 31, 2022

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
00440EAS6	Chubb INA Holdings Inc Note 3.15% Due 03/15/2025	03/04/2022 03/08/2022 1,250,000.00	1,284,427.74 0.00 0.00 1,283,410.34	5,031.25 0.00 8,312.50 3,281.25	0.00 1,017.40 (1,017.40) 2,263.85	2,263.85
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 1,455,000.00	1,449,932.97 0.00 0.00 1,450,039.68	6,830.42 7,275.00 767.92 1,212.50	106.71 0.00 106.71 1,319.21	1,319.21
02665WCJ8	American Honda Finance Note 3.45% Due 07/14/2023	07/11/2018 07/16/2018 225,000.00	224,906.32 0.00 0.00 224,912.93	2,307.19 0.00 2,954.06 646.87	6.61 0.00 6.61 653.48	653.48
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	Various Various 750,000.00	752,404.57 0.00 0.00 752,263.12	1,585.94 0.00 3,851.56 2,265.62	7.65 149.10 (141.45) 2,124.17	2,124.17
037833DN7	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 09/11/2026	12/02/2021 12/06/2021 450,000.00	460,205.42 0.00 0.00 459,998.91	1,281.25 0.00 2,050.00 768.75	0.00 206.51 (206.51) 562.24	562.24
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 300,000.00	299,960.90 0.00 0.00 299,962.64	55.00 275.00 55.00 275.00	1.74 0.00 1.74 276.74	276.74
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 03/05/2024	Various Various 800,000.00	803,248.13 0.00 0.00 803,003.32	4,417.77 0.00 6,784.45 2,366.68	0.00 244.81 (244.81) 2,121.87	2,121.87
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 950,000.00	951,981.99 0.00 0.00 951,928.33	4,594.52 0.00 5,638.72 1,044.20	0.00 53.66 (53.66) 990.54	990.54
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 826,000.00	850,259.82 0.00 0.00 849,573.64	7,640.50 7,640.50 1,273.42 1,273.42	0.00 686.18 (686.18) 587.24	587.24



## City of Brea

Account #120

## Income Earned

As of May 31, 2022

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06368FAC3	Bank of Montreal Note 1.25% Due 09/15/2026	09/13/2021 09/15/2021 500,000.00	499,470.54 0.00 0.00 499,480.81	798.61 0.00 1,319.44 520.83	10.27 0.00 10.27 531.10	531.10
06406HCQ0	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	04/05/2022 04/07/2022 800,000.00	819,557.25 0.00 0.00 819,078.36	14,307.78 15,800.00 1,141.11 2,633.33	0.00 478.89 (478.89) 2,154.44	2,154.44
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 08/11/2023	05/16/2019 05/20/2019 250,000.00	251,988.68 0.00 0.00 251,856.67	1,916.67 0.00 2,635.42 718.75	0.00 132.01 (132.01) 586.74	586.74
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 03/15/2027	03/07/2022 03/15/2022 1,080,000.00	1,079,800.08 0.00 0.00 1,079,803.57	3,174.00 0.00 5,244.00 2,070.00	3.49 0.00 3.49 2,073.49	2,073.49
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	Various Various 585,000.00	576,970.84 0.00 0.00 577,383.62	32.18 160.88 32.18 160.88	412.78 0.00 412.78 573.66	573.66
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 900,000.00	910,130.23 0.00 0.00 909,774.98	1,800.00 0.00 3,600.00 1,800.00	0.00 355.25 (355.25) 1,444.75	1,444.75
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	01/28/2020 01/30/2020 1,100,000.00	1,106,222.44 0.00 0.00 1,106,013.23	11,365.14 11,825.00 1,510.97 1,970.83	0.00 209.21 (209.21) 1,761.62	1,761.62
14913R2V8	Caterpillar Financial Service Note 3.4% Due 05/13/2025	05/10/2022 05/13/2022 465,000.00	0.00 464,409.45 0.00 464,419.69	0.00 0.00 790.50 790.50	10.24 0.00 10.24 800.74	800.74
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 640,000.00	639,728.83 0.00 0.00 639,742.26	832.00 0.00 1,072.00 240.00	13.43 0.00 13.43 253.43	253.43

## City of Brea

Account #120

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/01/2026	01/13/2022 01/18/2022 850,000.00	890,040.83 0.00 0.00 889,257.21	10,447.92 0.00 12,537.50 2,089.58	0.00 783.62 (783.62) 1,305.96	1,305.96
3130A0F70	FHLB Note 3.375% Due 12/08/2023	Various Various 1,075,000.00	1,085,170.88 0.00 0.00 1,084,632.83	14,411.72 0.00 17,435.16 3,023.44	0.00 538.05 (538.05) 2,485.39	2,485.39
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	06/18/2019 06/19/2019 1,500,000.00	1,527,601.48 0.00 0.00 1,526,497.42	16,411.46 0.00 20,005.21 3,593.75	0.00 1,104.06 (1,104.06) 2,489.69	2,489.69
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 1,200,000.00	1,229,449.70 0.00 0.00 1,228,395.49	4,600.00 0.00 7,475.00 2,875.00	0.00 1,054.21 (1,054.21) 1,820.79	1,820.79
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 1,500,000.00	1,500,040.07 0.00 0.00 1,500,038.24	5,244.79 0.00 8,213.54 2,968.75	0.00 1.83 (1.83) 2,966.92	2,966.92
313383YJ4	FHLB Note 3.375% Due 09/08/2023	10/29/2018 10/31/2018 1,200,000.00	1,204,398.88 0.00 0.00 1,204,123.40	5,962.50 0.00 9,337.50 3,375.00	0.00 275.48 (275.48) 3,099.52	3,099.52
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 1,510,000.00	1,508,146.26 0.00 0.00 1,508,199.13	235.94 0.00 1,022.40 786.46	52.87 0.00 52.87 839.33	839.33
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 1,800,000.00	1,801,961.75 0.00 0.00 1,801,908.56	3,350.00 0.00 4,100.00 750.00	33.43 86.62 (53.19) 696.81	696.81
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 1,800,000.00	1,795,333.72 0.00 0.00 1,795,453.07	1,237.51 0.00 1,800.00 562.49	119.35 0.00 119.35 681.84	681.84





## City of Brea

Account #120

## Income Earned

As of May 31, 2022

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 1,825,000.00	1,820,830.27 0.00 0.00 1,820,930.79	4,410.41 4,562.50 608.34 760.43	100.52 0.00 100.52 860.95	860.95
3135G06H1	FNMA Note 0.25% Due 11/27/2023	11/23/2020 11/25/2020 1,610,000.00	1,609,037.96 0.00 0.00 1,609,089.83	1,721.81 2,012.50 44.72 335.41	51.87 0.00 51.87 387.28	387.28
3135G0U43	FNMA Note 2.875% Due 09/12/2023	06/21/2019 06/24/2019 1,500,000.00	1,519,365.80 0.00 0.00 1,518,162.71	5,869.79 0.00 9,463.54 3,593.75	0.00 1,203.09 (1,203.09) 2,390.66	2,390.66
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 1,755,000.00	1,760,560.89 0.00 0.00 1,760,368.93	1,267.49 0.00 3,644.07 2,376.58	16.13 208.09 (191.96) 2,184.62	2,184.62
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 1,875,000.00	1,882,404.09 0.00 0.00 1,882,170.36	9,648.43 0.00 12,187.50 2,539.07	31.18 264.91 (233.73) 2,305.34	2,305.34
3137BDCW4	FHLMC K039 A2 3.303% Due 07/25/2024	11/04/2021 11/09/2021 1,650,000.00	1,730,617.03 0.00 0.00 1,727,461.57	4,541.63 4,541.63 4,541.63 4,541.63	0.00 3,155.46 (3,155.46) 1,386.17	1,386.17
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	07/01/2021 07/07/2021 850,000.00	898,124.65 0.00 0.00 896,437.02	2,246.13 2,246.13 2,246.13 2,246.13	0.00 1,687.63 (1,687.63) 558.50	558.50
3137BKRJ1	FHLMC K047 A2 3.329% Due 05/25/2025	05/19/2022 05/24/2022 700,000.00	0.00 704,046.88 0.00 704,016.71	0.00 (1,488.80) 1,941.92 453.12	0.00 30.17 (30.17) 422.95	422.95
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	10/29/2021 11/03/2021 1,000,000.00	1,051,486.80 0.00 0.00 1,050,296.57	2,287.50 2,287.50 2,287.50 2,287.50	0.00 1,190.23 (1,190.23) 1,097.27	1,097.27



## City of Brea

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## Income Earned

As of May 31, 2022

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137BQYS0	FHLMC K056 A2 2.525% Due 05/25/2026	01/31/2022 02/03/2022 570,000.00	586,223.01 0.00 0.00 585,878.78	1,199.38 1,199.38 1,199.38 1,199.38	0.00 344.23 (344.23) 855.15	855.15
3137BXQY1	FHLMC K064 A2 3.224% Due 03/25/2027	05/06/2022 05/11/2022 1,000,000.00	0.00 997,929.69 0.00 997,954.46	0.00 (895.56) 2,686.67 1,791.11	24.77 0.00 24.77 1,815.88	1,815.88
3137EAEPO	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 1,920,000.00	1,919,175.34 0.00 0.00 1,919,200.45	6,320.00 0.00 8,720.00 2,400.00	25.11 0.00 25.11 2,425.11	2,425.11
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 1,560,000.00	1,559,778.80 0.00 0.00 1,559,797.39	2,860.00 2,925.00 422.50 487.50	18.59 0.00 18.59 506.09	506.09
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 1,800,000.00	1,795,823.93 0.00 0.00 1,795,933.92	1,875.00 0.00 2,437.50 562.50	109.99 0.00 109.99 672.49	672.49
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/19/2020 08/21/2020 1,025,000.00	1,024,542.95 0.00 0.00 1,024,572.47	476.91 0.00 690.45 213.54	29.52 0.00 29.52 243.06	243.06
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 1,805,000.00	1,801,294.98 0.00 0.00 1,801,387.53	714.48 0.00 1,278.55 564.07	92.55 0.00 92.55 656.62	656.62
3137F4WZ1	FHLMC K731 A2 3.6% Due 02/25/2025	05/03/2022 05/06/2022 1,397,020.57	0.00 1,412,955.33 0.00 1,412,541.85	0.00 (698.51) 4,191.06 3,492.55	0.00 413.48 (413.48) 3,079.07	3,079.07
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 235,000.00	234,994.94 0.00 0.00 234,995.09	66.58 133.17 66.58 133.17	0.15 0.00 0.15 133.32	133.32

## City of Brea

Account #120

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 640,000.00	639,993.82 0.00 0.00 639,994.12	76.27 208.00 76.27 208.00	0.30 0.00 0.30 208.30	208.30
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 03/20/2025	02/15/2022 02/23/2022 505,000.00	504,996.03 0.00 0.00 504,996.20	293.18 799.58 293.18 799.58	0.17 0.00 0.17 799.75	799.75
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	01/11/2022 01/19/2022 200,000.00	199,984.08 0.00 0.00 199,984.53	105.00 210.00 105.00 210.00	0.45 0.00 0.45 210.45	210.45
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 180,464.87	196,200.17 0.00 15,743.55 180,457.58	71.51 134.08 65.77 128.34	0.96 0.00 0.96 129.30	129.30
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 230,000.00	229,997.41 0.00 0.00 229,997.53	17.25 51.75 17.25 51.75	0.12 0.00 0.12 51.87	51.87
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 417,124.85	447,952.45 0.00 30,860.13 417,096.22	59.86 138.13 55.73 134.00	3.90 0.00 3.90 137.90	137.90
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 495,000.00	494,929.79 0.00 0.00 494,931.75	413.60 775.50 413.60 775.50	1.96 0.00 1.96 777.46	777.46
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 305,000.00	304,944.28 0.00 0.00 304,945.96	74.56 223.67 74.56 223.67	1.68 0.00 1.68 225.35	225.35
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 135,436.08	163,284.63 0.00 27,848.72 135,435.97	129.18 242.21 107.14 220.17	0.06 0.00 0.06 220.23	220.23



## City of Brea

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## Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 470,000.00	469,941.16 0.00 0.00 469,943.95	79.38 148.83 79.38 148.83	2.79 0.00 2.79 151.62	151.62
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 400,000.00	399,971.83 0.00 0.00 399,973.01	67.56 126.67 67.56 126.67	1.18 0.00 1.18 127.85	127.85
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 220,000.00	219,957.91 0.00 0.00 219,959.23	72.36 135.67 72.36 135.67	1.32 0.00 1.32 136.99	136.99
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 1,915,000.00	1,908,035.31 0.00 0.00 1,908,184.22	512.00 0.00 1,908.35 1,396.35	148.91 0.00 148.91 1,545.26	1,545.26
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 945,000.00	943,842.01 0.00 0.00 943,870.14	39.37 0.00 433.13 393.76	28.13 0.00 28.13 421.89	421.89
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/20/2021 05/24/2021 312,000.00	320,859.51 0.00 0.00 320,606.85	162.47 0.00 704.05 541.58	0.00 252.66 (252.66) 288.92	288.92
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	05/24/2021 06/01/2021 985,000.00	985,889.75 0.00 0.00 985,853.56	3,381.83 0.00 4,058.20 676.37	0.00 36.19 (36.19) 640.18	640.18
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 470,000.00	470,231.02 0.00 0.00 470,201.87	1,619.31 0.00 1,998.83 379.52	0.00 29.15 (29.15) 350.37	350.37
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 43,131.44	58,038.40 0.00 14,911.51 43,128.24	57.01 106.90 42.36 92.25	1.35 0.00 1.35 93.60	93.60

## City of Brea

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## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 142,939.78	161,220.63 0.00 18,292.91 142,929.62	36.55 68.52 32.40 64.37	1.90 0.00 1.90 66.27	66.27
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	06/24/2020 06/26/2020 1,701.62	26,831.89 0.00 25,034.75 1,705.92	34.58 64.84 2.20 32.46	0.00 91.22 (91.22) (58.76)	(58.76)
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 252,249.12	285,724.72 0.00 33,484.64 252,241.44	139.69 261.92 123.32 245.55	1.36 0.00 1.36 246.91	246.91
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 385,000.00	384,972.98 0.00 0.00 384,973.77	88.98 166.83 88.98 166.83	0.79 0.00 0.79 167.62	167.62
58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	09/15/2020 09/23/2020 242,627.07	263,266.35 0.00 20,643.38 242,623.75	46.80 87.76 43.13 84.09	0.78 0.00 0.78 84.87	84.87
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 04/28/2026	05/18/2022 05/20/2022 500,000.00	0.00 472,305.00 0.00 472,535.95	0.00 (668.56) 1,002.83 334.27	230.95 0.00 230.95 565.22	565.22
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	05/03/2022 05/05/2022 1,000,000.00	0.00 995,060.00 0.00 995,177.31	0.00 (95.83) 2,587.50 2,491.67	117.31 0.00 117.31 2,608.98	2,608.98
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	Various Various 380,589.09	427,434.46 0.00 45,748.74 381,530.39	365.71 685.69 326.46 646.44	0.88 156.21 (155.33) 491.11	491.11
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	05/05/2022 05/10/2022 430,000.00	0.00 429,303.40 0.00 429,311.79	0.00 0.00 1,003.33 1,003.33	8.39 0.00 8.39 1,011.72	1,011.72



## City of Brea

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## Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 195,000.00	194,802.57 0.00 0.00 194,809.88	885.08 0.00 1,234.46 349.38	7.31 0.00 7.31 356.69	356.69
69371RR73	Paccar Financial Corp Note 2.85% Due 04/07/2025	03/31/2022 04/07/2022 890,000.00	889,773.67 0.00 0.00 889,780.21	1,691.00 0.00 3,804.75 2,113.75	6.54 0.00 6.54 2,120.29	2,120.29
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 1,100,000.00	1,101,106.01 0.00 0.00 1,101,068.54	12,375.00 12,375.00 2,062.50 2,062.50	8.11 45.58 (37.47) 2,025.03	2,025.03
78016EZ59	Royal Bank of Canada Note 3.375% Due 04/14/2025	04/07/2022 04/14/2022 475,000.00	474,826.98 0.00 0.00 474,831.95	757.03 0.00 2,092.97 1,335.94	4.97 0.00 4.97 1,340.91	1,340.91
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	Various Various 935,000.00	928,216.96 0.00 0.00 928,477.86	1,720.66 0.00 2,207.64 486.98	260.90 0.00 260.90 747.88	747.88
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	03/16/2021 03/18/2021 530,000.00	529,833.89 0.00 0.00 529,841.39	474.79 0.00 806.04 331.25	7.50 0.00 7.50 338.75	338.75
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 03/03/2027	03/09/2022 03/11/2022 750,000.00	740,392.30 0.00 0.00 740,560.86	2,960.42 0.00 4,491.67 1,531.25	168.56 0.00 168.56 1,699.81	1,699.81
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 01/15/2027	01/19/2022 01/24/2022 535,000.00	534,139.05 0.00 0.00 534,154.57	2,810.98 0.00 3,680.35 869.37	15.52 0.00 15.52 884.89	884.89
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	Various Various 1,100,000.00	1,108,689.10 0.00 0.00 1,108,292.98	4,965.28 0.00 7,944.44 2,979.16	0.00 396.12 (396.12) 2,583.04	2,583.04



## City of Brea

Account #120

## Income Earned

As of May 31, 2022

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89236TJD8	Toyota Motor Credit Corp Note 0.4% Due 04/06/2023	04/06/2021 04/09/2021 275,000.00	274,895.83 0.00 0.00 274,905.32	76.39 0.00 168.06 91.67	9.49 0.00 9.49 101.16	101.16
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 995,000.00	994,638.20 0.00 0.00 994,645.64	4,135.47 0.00 5,068.28 932.81	7.44 0.00 7.44 940.25	940.25
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 01/13/2025	01/10/2022 01/13/2022 810,000.00	809,021.56 0.00 0.00 809,052.26	3,523.50 0.00 4,502.25 978.75	30.70 0.00 30.70 1,009.45	1,009.45
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 325,892.30	351,278.22 0.00 25,427.59 325,854.86	54.65 102.47 50.69 98.51	4.23 0.00 4.23 102.74	102.74
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 285,000.00	284,994.78 0.00 0.00 284,994.94	89.93 168.63 89.93 168.63	0.16 0.00 0.16 168.79	168.79
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 810,000.00	809,909.08 0.00 0.00 809,913.20	93.60 175.50 93.60 175.50	4.12 0.00 4.12 179.62	179.62
89788MAA0	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 08/05/2025	02/03/2022 02/07/2022 650,000.00	636,655.21 0.00 0.00 637,002.26	1,863.33 0.00 2,513.33 650.00	347.05 0.00 347.05 997.05	997.05
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 01/21/2025	01/16/2020 01/21/2020 955,000.00	953,891.07 0.00 0.00 953,925.59	5,438.19 0.00 7,069.65 1,631.46	34.52 0.00 34.52 1,665.98	1,665.98
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 1,500,000.00	1,517,046.82 0.00 0.00 1,516,468.64	91.71 0.00 2,934.78 2,843.07	0.00 578.18 (578.18) 2,264.89	2,264.89



## City of Brea

Account #120

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828B66	US Treasury Note 2.75% Due 02/15/2024	04/29/2019 04/30/2019 1,500,000.00	1,511,084.32 0.00 0.00 1,510,559.72	8,546.27 0.00 12,078.73 3,532.46	0.00 524.60 (524.60) 3,007.86	3,007.86
912828D56	US Treasury Note 2.375% Due 08/15/2024	03/05/2020 03/06/2020 1,500,000.00	1,557,292.34 0.00 0.00 1,555,170.40	7,380.87 0.00 10,431.63 3,050.76	0.00 2,121.94 (2,121.94) 928.82	928.82
912828T91	US Treasury Note 1.625% Due 10/31/2023	05/29/2019 05/30/2019 1,500,000.00	1,490,834.41 0.00 0.00 1,491,352.90	66.24 0.00 2,119.57 2,053.33	518.49 0.00 518.49 2,571.82	2,571.82
912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 930,000.00	936,740.33 0.00 0.00 936,397.23	6,994.27 0.00 8,786.19 1,791.92	0.00 343.10 (343.10) 1,448.82	1,448.82
912828X70	US Treasury Note 2% Due 04/30/2024	06/10/2019 06/11/2019 1,000,000.00	1,001,437.76 0.00 0.00 1,001,376.71	54.35 0.00 1,739.13 1,684.78	0.00 61.05 (61.05) 1,623.73	1,623.73
912828XX3	US Treasury Note 2% Due 06/30/2024	12/12/2019 12/13/2019 1,450,000.00	1,457,903.19 0.00 0.00 1,457,593.46	9,693.37 0.00 12,176.80 2,483.43	0.00 309.73 (309.73) 2,173.70	2,173.70
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 2,000,000.00	2,017,658.33 0.00 0.00 2,017,128.92	3,790.76 0.00 5,686.14 1,895.38	0.00 529.41 (529.41) 1,365.97	1,365.97
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	02/19/2021 02/22/2021 1,900,000.00	1,883,194.15 0.00 0.00 1,883,611.61	402.32 0.00 804.64 402.32	417.46 0.00 417.46 819.78	819.78
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/11/2021 02/12/2021 1,900,000.00	1,888,974.94 0.00 0.00 1,889,242.16	12.91 0.00 413.04 400.13	267.22 0.00 267.22 667.35	667.35

## City of Brea

Account #120

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 1,350,000.00	1,331,438.52 0.00 0.00 1,331,878.09	2,114.01 2,531.25 13.83 431.07	439.57 0.00 439.57 870.64	870.64
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	03/30/2021 03/31/2021 950,000.00	948,542.84 0.00 0.00 948,608.88	303.33 0.00 503.40 200.07	66.04 0.00 66.04 266.11	266.11
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/17/2021 09/20/2021 480,000.00	477,715.56 0.00 0.00 477,760.30	606.52 0.00 909.78 303.26	44.74 0.00 44.74 348.00	348.00
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	Various Various 2,820,000.00	2,795,014.33 0.00 0.00 2,795,494.53	2,089.95 0.00 4,179.93 2,089.98	480.20 0.00 480.20 2,570.18	2,570.18
91282CED9	US Treasury Note 1.75% Due 03/15/2025	04/05/2022 04/07/2022 2,150,000.00	2,096,877.50 0.00 0.00 2,098,447.37	4,805.37 0.00 7,974.86 3,169.49	1,569.87 0.00 1,569.87 4,739.36	4,739.36
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 240,000.00	240,636.44 0.00 0.00 240,622.79	1,272.66 1,380.00 122.67 230.01	0.00 13.65 (13.65) 216.36	216.36
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 05/15/2027	05/17/2022 05/20/2022 430,000.00	0.00 430,200.10 0.00 430,198.78	0.00 0.00 486.14 486.14	0.36 1.68 (1.32) 484.82	484.82
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 650,000.00	649,915.28 0.00 0.00 649,917.84	93.35 254.58 93.35 254.58	2.56 0.00 2.56 257.14	257.14
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 148,261.01	172,227.03 0.00 23,971.80 148,256.25	102.10 278.44 87.89 264.23	1.02 0.00 1.02 265.25	265.25



City of Brea

Account #120

## Income Earned

As of May 31, 2022

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
931142ER0	Wal-Mart Stores	09/08/2021	234,610.82	301.58	7.54	213.17
	Callable Note Cont 08/17/2026	09/17/2021	0.00	0.00	0.00	
	1.05% Due 09/17/2026	235,000.00	0.00	507.21	7.54	
			234,618.36	205.63	213.17	
			<b>93,032,311.74</b>	<b>275,958.85</b>	<b>6,566.78</b>	
			<b>5,906,209.85</b>	<b>80,939.35</b>	<b>21,364.65</b>	
			<b>281,967.72</b>	<b>325,330.79</b>	<b>(14,797.87)</b>	
<b>Total Fixed Income</b>		<b>98,290,437.80</b>	<b>98,641,756.00</b>	<b>130,311.29</b>	<b>115,513.42</b>	<b>115,513.42</b>
<b>CASH &amp; EQUIVALENT</b>						
316175884	Fidelity Institutional	Various	82,780.69	0.00	0.00	2.62
	Money Market Fund 696	Various	3,957,947.28	2.62	0.00	
		539,480.53	3,501,247.44	0.00	0.00	
			539,480.53	2.62	2.62	
			<b>82,780.69</b>	<b>0.00</b>	<b>0.00</b>	
			<b>3,957,947.28</b>	<b>2.62</b>	<b>0.00</b>	
			<b>3,501,247.44</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Cash &amp; Equivalent</b>		<b>539,480.53</b>	<b>539,480.53</b>	<b>2.62</b>	<b>2.62</b>	<b>2.62</b>
			<b>93,115,092.43</b>	<b>275,958.85</b>	<b>6,566.78</b>	
			<b>9,864,157.13</b>	<b>80,941.97</b>	<b>21,364.65</b>	
			<b>3,783,215.16</b>	<b>325,330.79</b>	<b>(14,797.87)</b>	
<b>TOTAL PORTFOLIO</b>		<b>98,829,918.33</b>	<b>99,181,236.53</b>	<b>130,313.91</b>	<b>115,516.04</b>	<b>115,516.04</b>

City of Brea

Account #120

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/01/2022	Interest	26442CAS3	850,000.00	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	0.00	12,537.50	12,537.50
06/01/2022	Interest	46647PCH7	985,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	4,058.20	4,058.20
06/08/2022	Interest	3130A0F70	1,075,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	18,140.63	18,140.63
06/14/2022	Interest	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	21,562.51	21,562.51
06/15/2022	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
06/15/2022	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,227.81	79.43	2,307.24
06/15/2022	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,120.43	60.75	7,181.18
06/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
06/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,692.70	175.50	36,868.20
06/15/2022	Paydown	43815NAC8	135,436.08	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	36,890.10	200.90	37,091.00
06/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
06/15/2022	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,230.51	612.11	14,842.62
06/15/2022	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
06/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,299.00	148.83	22,447.83
06/15/2022	Paydown	47789JAD8	1,701.62	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	565.86	4.13	569.99
06/15/2022	Paydown	58769EAC2	242,627.07	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	31,308.97	80.88	31,389.85
06/15/2022	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63

City of Brea

Account #120

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2022	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,881.85	123.32	7,005.17
06/15/2022	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,012.84	231.23	9,244.07
06/15/2022	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,729.28	95.05	10,824.33
06/16/2022	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
06/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
06/17/2022	Interest	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	4,500.00	4,500.00
06/18/2022	Interest	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	5,596.88	5,596.88
06/18/2022	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,112.93	128.61	23,241.54
06/19/2022	Interest	06051GJD2	950,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	6,265.26	6,265.26
06/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
06/20/2022	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
06/20/2022	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,019.19	239.69	6,258.88
06/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,573.81	254.58	19,828.39
06/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
06/21/2022	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
06/23/2022	Interest	46647PCK0	470,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	2,277.16	2,277.16
06/25/2022	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00

City of Brea

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2022	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	160.88	160.88
06/25/2022	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
06/25/2022	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
06/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
06/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
06/25/2022	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
06/25/2022	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
06/25/2022	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	40,093.73	4,191.06	44,284.79
06/30/2022	Interest	912828V23	930,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	10,462.50	10,462.50
06/30/2022	Interest	912828XX3	1,450,000.00	US Treasury Note 2% Due 6/30/2024	0.00	14,500.00	14,500.00
<b>JUN 2022</b>					<b>266,759.01</b>	<b>124,865.29</b>	<b>391,624.30</b>
07/07/2022	Interest	3135G0X24	1,875,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	15,234.38	15,234.38
07/13/2022	Interest	89236TJT3	810,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	5,872.50	5,872.50
07/14/2022	Interest	02665WCJ8	225,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	3,881.25	3,881.25
07/15/2022	Interest	79466LAG9	935,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	2,921.88	2,921.88
07/15/2022	Interest	87612EBM7	535,000.00	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	0.00	4,955.44	4,955.44
07/15/2022	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,697.70	91.92	10,789.62

City of Brea

Account #120

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,704.62	167.55	36,872.17
07/15/2022	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,886.55	118.62	7,005.17
07/15/2022	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,232.45	75.33	2,307.78
07/15/2022	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,123.22	57.72	7,180.94
07/15/2022	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,037.63	222.97	9,260.60
07/15/2022	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
07/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,307.18	141.77	22,448.95
07/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
07/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
07/15/2022	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63
07/15/2022	Paydown	43815NAC8	135,436.08	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	34,872.62	146.18	35,018.80
07/15/2022	Paydown	47789JAD8	1,701.62	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	567.21	2.75	569.96
07/15/2022	Paydown	58769EAC2	242,627.07	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	31,029.09	70.44	31,099.53
07/15/2022	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,262.52	589.23	14,851.75
07/15/2022	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
07/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
07/16/2022	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00



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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/17/2022	Interest	24422EVN6	640,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	1,440.00	1,440.00
07/18/2022	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,120.05	121.49	23,241.54
07/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
07/20/2022	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
07/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,581.47	246.92	19,828.39
07/20/2022	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,032.74	229.96	6,262.70
07/21/2022	Interest	3137EAEU9	1,800,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	3,375.01	3,375.01
07/21/2022	Interest	90331HPL1	955,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	9,788.75	9,788.75
07/21/2022	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
07/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	51.75	51.75
07/25/2022	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
07/25/2022	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
07/25/2022	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	40,228.92	4,070.78	44,299.70
07/25/2022	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00
07/25/2022	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	160.88	160.88
07/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
07/25/2022	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
07/25/2022	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
<b>JUL 2022</b>					<b>264,683.97</b>	<b>72,161.42</b>	<b>336,845.39</b>
08/05/2022	Interest	89788MAA0	650,000.00	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 8/5/2025	0.00	3,900.00	3,900.00
08/11/2022	Interest	06406RAJ6	250,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	4,312.50	4,312.50
08/12/2022	Interest	3137EAEPO	1,920,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	14,400.00	14,400.00
08/15/2022	Interest	912828B66	1,500,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	20,625.00	20,625.00
08/15/2022	Interest	912828D56	1,500,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	17,812.50	17,812.50
08/15/2022	Interest	69371RQ25	195,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	2,096.25	2,096.25
08/15/2022	Paydown	43815NAC8	135,436.08	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	32,850.29	94.45	32,944.74
08/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
08/15/2022	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,126.01	54.70	7,180.71
08/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
08/15/2022	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,294.62	566.29	14,860.91
08/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,716.55	159.60	36,876.15
08/15/2022	Paydown	47789JAD8	1,701.62	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	568.55	1.38	569.93
08/15/2022	Paydown	58769EAC2	242,627.07	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	30,749.06	60.10	30,809.16

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2022	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63
08/15/2022	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
08/15/2022	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,237.10	71.22	2,308.32
08/15/2022	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,891.26	113.91	7,005.17
08/15/2022	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
08/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,315.35	134.71	22,450.06
08/15/2022	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,062.48	214.68	9,277.16
08/15/2022	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,665.77	88.80	10,754.57
08/16/2022	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
08/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
08/18/2022	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,127.18	114.36	23,241.54
08/20/2022	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,046.32	220.20	6,266.52
08/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
08/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,589.14	239.25	19,828.39
08/20/2022	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
08/21/2022	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
08/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,473.62	51.75	11,525.37

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/24/2022	Interest	3137EAEV7	1,025,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	1,281.25	1,281.25
08/25/2022	Interest	3135G05X7	1,800,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	3,375.00	3,375.00
08/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
08/25/2022	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	40,364.56	3,950.09	44,314.65
08/25/2022	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00
08/25/2022	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	160.88	160.88
08/25/2022	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
08/25/2022	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
08/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
08/25/2022	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
08/25/2022	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
08/31/2022	Interest	912828ZC7	2,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	11,250.00	11,250.00
08/31/2022	Interest	91282CCW9	480,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	1,800.00	1,800.00
<b>AUG 2022</b>					<b>274,077.86</b>	<b>105,274.82</b>	<b>379,352.68</b>
09/03/2022	Interest	808513BY0	750,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	9,187.50	9,187.50
09/05/2022	Interest	06051GHF9	800,000.00	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	14,200.00	14,200.00
09/08/2022	Interest	313383YJ4	1,200,000.00	FHLB Note 3.375% Due 9/8/2023	0.00	20,250.00	20,250.00

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/08/2022	Interest	3130AB3H7	1,500,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	17,812.50	17,812.50
09/11/2022	Interest	037833DN7	450,000.00	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 9/11/2026	0.00	4,612.50	4,612.50
09/11/2022	Interest	89114QCB2	1,100,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	17,875.00	17,875.00
09/12/2022	Interest	3135G0U43	1,500,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	21,562.50	21,562.50
09/13/2022	Interest	3130A2UW4	1,200,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	17,250.00	17,250.00
09/15/2022	Interest	00440EAS6	1,250,000.00	Chubb INA Holdings Inc Note 3.15% Due 3/15/2025	0.00	19,687.50	19,687.50
09/15/2022	Interest	91282CED9	2,150,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	18,812.50	18,812.50
09/15/2022	Interest	084664CZ2	1,080,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	12,420.00	12,420.00
09/15/2022	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
09/15/2022	Interest	91282CBR1	950,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	1,187.50	1,187.50
09/15/2022	Paydown	43815NAC8	135,436.08	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	30,823.07	45.72	30,868.79
09/15/2022	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,128.80	51.67	7,180.47
09/15/2022	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,087.41	206.37	9,293.78
09/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
09/15/2022	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,326.79	543.29	14,870.08
09/15/2022	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,633.50	85.69	10,719.19
09/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,728.49	151.64	36,880.13

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2022	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
09/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,323.54	127.64	22,451.18
09/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67
09/15/2022	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,895.97	109.20	7,005.17
09/15/2022	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
09/15/2022	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63
09/15/2022	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,241.76	67.10	2,308.86
09/15/2022	Paydown	58769EAC2	242,627.07	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	30,468.89	49.85	30,518.74
09/16/2022	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
09/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
09/17/2022	Interest	931142ER0	235,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	1,233.75	1,233.75
09/18/2022	Interest	808513BN4	530,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	1,987.50	1,987.50
09/18/2022	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,134.31	107.23	23,241.54
09/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
09/20/2022	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
09/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,596.81	231.58	19,828.39
09/20/2022	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,059.92	210.43	6,270.35

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,476.39	49.17	11,525.56
09/21/2022	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
09/23/2022	Interest	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	3,384.38	3,384.38
09/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
09/25/2022	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00
09/25/2022	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	160.88	160.88
09/25/2022	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
09/25/2022	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
09/25/2022	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
09/25/2022	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
09/25/2022	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	40,500.65	3,829.00	44,329.65
09/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
09/30/2022	Interest	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	12,337.50	12,337.50
09/30/2022	Interest	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	2,375.00	2,375.00
<b>SEP 2022</b>					<b>271,426.30</b>	<b>223,453.04</b>	<b>494,879.34</b>
10/01/2022	Interest	13063DRK6	900,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	10,800.00	10,800.00
10/06/2022	Interest	89236TJD8	275,000.00	Toyota Motor Credit Corp Note 0.4% Due 4/6/2023	0.00	550.00	550.00



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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/07/2022	Interest	69371RR73	890,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	12,682.50	12,682.50
10/10/2022	Interest	02665WCQ2	750,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	13,593.75	13,593.75
10/14/2022	Interest	78016EZ59	475,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	8,015.63	8,015.63
10/15/2022	Interest	3135G0W66	1,755,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	14,259.38	14,259.38
10/15/2022	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
10/15/2022	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,246.43	62.97	2,309.40
10/15/2022	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,131.59	48.64	7,180.23
10/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
10/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,740.42	143.68	36,884.10
10/15/2022	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
10/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,331.72	120.57	22,452.29
10/15/2022	Paydown	58769EAC2	242,627.07	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	30,188.58	39.69	30,228.27
10/15/2022	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63
10/15/2022	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,900.68	104.49	7,005.17
10/15/2022	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,112.40	198.04	9,310.44
10/15/2022	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,600.89	82.59	10,683.48
10/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	0.00	126.67	126.67

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2022	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,359.01	520.26	14,879.27
10/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
10/16/2022	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
10/18/2022	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,141.45	100.09	23,241.54
10/20/2022	Interest	4581X0DV7	1,915,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	8,378.13	8,378.13
10/20/2022	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
10/20/2022	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,073.55	200.63	6,274.18
10/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
10/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,604.49	223.90	19,828.39
10/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,479.16	46.59	11,525.75
10/21/2022	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
10/22/2022	Interest	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,718.75	4,718.75
10/22/2022	Interest	46647PBK1	312,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	3,249.48	3,249.48
10/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
10/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
10/25/2022	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
10/25/2022	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2022	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	160.88	160.88
10/25/2022	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
10/25/2022	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
10/25/2022	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
10/25/2022	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	40,637.20	3,707.50	44,344.70
10/28/2022	Interest	6174468Q5	500,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	5,470.00	5,470.00
10/28/2022	Interest	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
10/31/2022	Interest	912828T91	1,500,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	12,187.50	12,187.50
10/31/2022	Interest	912828X70	1,000,000.00	US Treasury Note 2% Due 4/30/2024	0.00	10,000.00	10,000.00
10/31/2022	Interest	91282CAT8	1,900,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	2,375.00	2,375.00
10/31/2022	Interest	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	16,875.00	16,875.00
<b>OCT 2022</b>					<b>240,547.57</b>	<b>149,404.09</b>	<b>389,951.66</b>
11/01/2022	Interest	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	7,640.50	7,640.50
11/01/2022	Interest	78015K7C2	1,100,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	12,375.00	12,375.00
11/05/2022	Interest	3137EAER6	1,560,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	2,925.00	2,925.00
11/07/2022	Interest	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	4,562.50	4,562.50
11/08/2022	Interest	14913Q3B3	1,100,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	11,825.00	11,825.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/10/2022	Interest	665859AW4	430,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	8,600.00	8,600.00
11/12/2022	Interest	023135BX3	1,455,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	7,275.00	7,275.00
11/13/2022	Interest	14913R2V8	465,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	7,905.00	7,905.00
11/15/2022	Interest	91324PEC2	240,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	1,380.00	1,380.00
11/15/2022	Interest	91324PEG3	430,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	7,734.03	7,734.03
11/15/2022	Paydown	58769EAC2	242,627.07	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	29,908.13	29.63	29,937.76
11/15/2022	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,391.32	497.16	14,888.48
11/15/2022	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,137.46	189.69	9,327.15
11/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
11/15/2022	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,567.93	79.50	10,647.43
11/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,752.36	135.72	36,888.08
11/15/2022	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
11/15/2022	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
11/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,339.91	113.50	22,453.41
11/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	20,991.12	126.67	21,117.79
11/15/2022	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2022	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,905.40	99.77	7,005.17
11/15/2022	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,251.11	58.83	2,309.94
11/15/2022	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,134.38	45.61	7,179.99
11/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
11/16/2022	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
11/18/2022	Interest	06406HCQ0	800,000.00	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	0.00	15,800.00	15,800.00
11/18/2022	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,148.58	92.96	23,241.54
11/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
11/20/2022	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
11/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,612.17	216.22	19,828.39
11/20/2022	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,087.22	190.81	6,278.03
11/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,481.94	44.00	11,525.94
11/21/2022	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
11/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
11/25/2022	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
11/25/2022	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
11/25/2022	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92

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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2022	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	40,774.22	3,585.59	44,359.81
11/25/2022	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00
11/25/2022	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	160.88	160.88
11/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
11/25/2022	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
11/27/2022	Interest	3135G06H1	1,610,000.00	FNMA Note 0.25% Due 11/27/2023	0.00	2,012.50	2,012.50
11/30/2022	Interest	91282CAZ4	1,350,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	2,531.25	2,531.25
<b>NOV 2022</b>					<b>261,483.25</b>	<b>116,231.60</b>	<b>377,714.85</b>
12/01/2022	Interest	46647PCH7	985,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.00	4,058.20	4,058.20
12/01/2022	Interest	26442CAS3	850,000.00	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	0.00	12,537.50	12,537.50
12/08/2022	Interest	3130A0F70	1,075,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	18,140.63	18,140.63
12/14/2022	Interest	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	21,562.51	21,562.51
12/15/2022	Interest	63743HFE7	1,000,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	21,179.17	21,179.17
12/15/2022	Paydown	58769EAC2	242,627.07	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	29,627.54	19.66	29,647.20
12/15/2022	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63
12/15/2022	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
12/15/2022	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,255.80	54.69	2,310.49

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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2022	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,910.12	95.05	7,005.17
12/15/2022	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
12/15/2022	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,348.10	106.43	22,454.53
12/15/2022	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,162.58	181.32	9,343.90
12/15/2022	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,534.62	76.42	10,611.04
12/15/2022	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	20,997.94	120.02	21,117.96
12/15/2022	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,137.19	42.57	7,179.76
12/15/2022	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
12/15/2022	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,423.70	474.02	14,897.72
12/15/2022	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,764.31	127.76	36,892.07
12/16/2022	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
12/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
12/17/2022	Interest	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	4,500.00	4,500.00
12/18/2022	Interest	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	5,596.88	5,596.88
12/18/2022	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,155.72	85.82	23,241.54
12/19/2022	Interest	06051GJD2	950,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.00	6,265.26	6,265.26
12/20/2022	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,100.92	180.97	6,281.89



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/20/2022	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
12/20/2022	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,619.85	208.54	19,828.39
12/20/2022	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
12/21/2022	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
12/21/2022	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,484.72	41.42	11,526.14
12/23/2022	Interest	46647PCK0	470,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.00	2,277.16	2,277.16
12/25/2022	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00
12/25/2022	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
12/25/2022	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	40,911.70	3,463.26	44,374.96
12/25/2022	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
12/25/2022	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
12/25/2022	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
12/25/2022	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	160.88	160.88
12/25/2022	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
12/25/2022	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
12/31/2022	Interest	912828XX3	1,450,000.00	US Treasury Note 2% Due 6/30/2024	0.00	14,500.00	14,500.00
12/31/2022	Interest	912828V23	930,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	10,462.50	10,462.50

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## Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
<b>DEC 2022</b>					<b>261,434.81</b>	<b>144,517.92</b>	<b>405,952.73</b>
01/07/2023	Interest	3135G0X24	1,875,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	15,234.38	15,234.38
01/13/2023	Interest	89236TJT3	810,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	5,872.50	5,872.50
01/14/2023	Interest	02665WCJ8	225,000.00	American Honda Finance Note 3.45% Due 7/14/2023	0.00	3,881.25	3,881.25
01/15/2023	Interest	87612EBM7	535,000.00	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	0.00	5,216.25	5,216.25
01/15/2023	Interest	79466LAG9	935,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	2,921.88	2,921.88
01/15/2023	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,500.96	73.34	10,574.30
01/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
01/15/2023	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,260.50	50.53	2,311.03
01/15/2023	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,139.98	39.54	7,179.52
01/15/2023	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,187.78	172.92	9,360.70
01/15/2023	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
01/15/2023	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,776.25	119.80	36,896.05
01/15/2023	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,914.84	90.33	7,005.17
01/15/2023	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,356.30	99.35	22,455.65
01/15/2023	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	21,004.77	113.37	21,118.14
01/15/2023	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2023	Paydown	58769EAC2	242,627.07	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	29,346.81	9.78	29,356.59
01/15/2023	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,456.16	450.82	14,906.98
01/15/2023	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63
01/16/2023	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
01/16/2023	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
01/17/2023	Interest	24422EVN6	640,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	1,440.00	1,440.00
01/18/2023	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,162.86	78.68	23,241.54
01/20/2023	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,114.64	171.11	6,285.75
01/20/2023	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
01/20/2023	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
01/20/2023	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,627.53	200.86	19,828.39
01/21/2023	Interest	3137EAEU9	1,800,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	3,375.01	3,375.01
01/21/2023	Interest	90331HPL1	955,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	0.00	9,788.75	9,788.75
01/21/2023	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
01/21/2023	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,487.49	38.84	11,526.33
01/25/2023	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
01/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2023	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	41,049.64	3,340.53	44,390.17
01/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
01/25/2023	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00
01/25/2023	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
01/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
01/25/2023	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	48,685.23	160.88	48,846.11
01/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
<b>JAN 2023</b>					<b>310,071.74</b>	<b>70,939.98</b>	<b>381,011.72</b>
02/05/2023	Interest	89788MAA0	650,000.00	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 8/5/2025	0.00	3,900.00	3,900.00
02/11/2023	Interest	06406RAJ6	250,000.00	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	0.00	4,312.50	4,312.50
02/12/2023	Interest	3137EAEP0	1,920,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	14,400.00	14,400.00
02/15/2023	Interest	69371RQ25	195,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	2,096.25	2,096.25
02/15/2023	Interest	912828B66	1,500,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	20,625.00	20,625.00
02/15/2023	Interest	912828D56	1,500,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	17,812.50	17,812.50
02/15/2023	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,364.49	92.27	22,456.76
02/15/2023	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	21,011.59	106.72	21,118.31
02/15/2023	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,142.77	36.51	7,179.28

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2023	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83
02/15/2023	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,488.69	427.57	14,916.26
02/15/2023	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,788.20	111.83	36,900.03
02/15/2023	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
02/15/2023	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63
02/15/2023	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,265.21	46.37	2,311.58
02/15/2023	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,919.56	85.61	7,005.17
02/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
02/15/2023	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,213.05	164.49	9,377.54
02/15/2023	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,466.94	70.28	10,537.22
02/16/2023	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
02/16/2023	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
02/18/2023	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,170.00	71.54	23,241.54
02/20/2023	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,128.40	161.22	6,289.62
02/20/2023	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	0.00	208.00	208.00
02/20/2023	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,635.22	193.17	19,828.39
02/20/2023	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/21/2023	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
02/21/2023	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,490.27	36.25	11,526.52
02/24/2023	Interest	3137EAEV7	1,025,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	1,281.25	1,281.25
02/25/2023	Interest	3135G05X7	1,800,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	3,375.00	3,375.00
02/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
02/25/2023	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00
02/25/2023	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	48,697.01	147.48	48,844.49
02/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
02/25/2023	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
02/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
02/25/2023	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	41,188.04	3,217.38	44,405.42
02/25/2023	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
02/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
02/28/2023	Interest	91282CCW9	480,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	1,800.00	1,800.00
02/28/2023	Interest	912828ZC7	2,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	11,250.00	11,250.00
<b>FEB 2023</b>					<b>280,969.44</b>	<b>103,820.47</b>	<b>384,789.91</b>
03/03/2023	Interest	808513BY0	750,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.00	9,187.50	9,187.50

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/05/2023	Call	06051GHF9	145,454.54	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	145,454.54	2,581.82	148,036.36
03/05/2023	Interest	06051GHF9	654,545.46	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	0.00	11,618.18	11,618.18
03/08/2023	Interest	3130AB3H7	1,500,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	17,812.50	17,812.50
03/08/2023	Interest	313383YJ4	1,200,000.00	FHLB Note 3.375% Due 9/8/2023	0.00	20,250.00	20,250.00
03/11/2023	Interest	89114QCB2	1,100,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	17,875.00	17,875.00
03/11/2023	Interest	037833DN7	450,000.00	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 9/11/2026	0.00	4,612.50	4,612.50
03/12/2023	Interest	3135G0U43	1,500,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	21,562.50	21,562.50
03/13/2023	Interest	3130A2UW4	1,200,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	17,250.00	17,250.00
03/15/2023	Interest	91282CBR1	950,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	1,187.50	1,187.50
03/15/2023	Interest	91282CED9	2,150,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	18,812.50	18,812.50
03/15/2023	Interest	00440EAS6	1,250,000.00	Chubb INA Holdings Inc Note 3.15% Due 3/15/2025	0.00	19,687.50	19,687.50
03/15/2023	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
03/15/2023	Interest	084664CZ2	1,080,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	12,420.00	12,420.00
03/15/2023	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	21,018.43	100.06	21,118.49
03/15/2023	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
03/15/2023	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,145.57	33.47	7,179.04
03/15/2023	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83



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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2023	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,521.28	404.27	14,925.55
03/15/2023	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,800.16	103.86	36,904.02
03/15/2023	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,924.29	80.88	7,005.17
03/15/2023	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,372.69	85.19	22,457.88
03/15/2023	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,238.38	156.05	9,394.43
03/15/2023	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,432.57	67.23	10,499.80
03/15/2023	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63
03/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
03/15/2023	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,269.93	42.20	2,312.13
03/16/2023	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
03/16/2023	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
03/17/2023	Interest	931142ER0	235,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	1,233.75	1,233.75
03/18/2023	Interest	808513BN4	530,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	1,987.50	1,987.50
03/18/2023	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,177.14	64.40	23,241.54
03/20/2023	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,142.18	151.32	6,293.50
03/20/2023	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	58,123.66	208.00	58,331.66
03/20/2023	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58

City of Brea

Account #120

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/20/2023	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,642.91	185.48	19,828.39
03/21/2023	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
03/21/2023	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,493.04	33.67	11,526.71
03/23/2023	Interest	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	3,384.38	3,384.38
03/25/2023	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	48,708.76	134.10	48,842.86
03/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
03/25/2023	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
03/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
03/25/2023	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	41,326.91	3,093.82	44,420.73
03/25/2023	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00
03/25/2023	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
03/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
03/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
03/31/2023	Interest	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	2,375.00	2,375.00
03/31/2023	Interest	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	12,337.50	12,337.50
<b>MAR 2023</b>					<b>484,792.44</b>	<b>222,035.91</b>	<b>706,828.35</b>
04/01/2023	Interest	13063DRK6	900,000.00	California State Taxable GO 2.4% Due 10/1/2024	0.00	10,800.00	10,800.00

City of Brea

Account #120

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/06/2023	Maturity	89236TJD8	275,000.00	Toyota Motor Credit Corp Note 0.4% Due 4/6/2023	275,000.00	550.00	275,550.00
04/07/2023	Interest	69371RR73	890,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	0.00	12,682.50	12,682.50
04/10/2023	Interest	02665WCQ2	750,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.00	13,593.75	13,593.75
04/14/2023	Interest	78016EZ59	475,000.00	Royal Bank of Canada Note 3.375% Due 4/14/2025	0.00	8,015.63	8,015.63
04/15/2023	Interest	3135G0W66	1,755,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	14,259.38	14,259.38
04/15/2023	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,274.66	38.02	2,312.68
04/15/2023	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,148.37	30.43	7,178.80
04/15/2023	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,929.02	76.15	7,005.17
04/15/2023	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
04/15/2023	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,263.79	147.58	9,411.37
04/15/2023	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,397.84	64.18	10,462.02
04/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
04/15/2023	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	0.00	168.63	168.63
04/15/2023	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,380.90	78.10	22,459.00
04/15/2023	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	21,025.25	93.41	21,118.66
04/15/2023	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,553.95	380.91	14,934.86
04/15/2023	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	166.83	166.83

City of Brea

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## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2023	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,812.12	95.88	36,908.00
04/16/2023	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
04/16/2023	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
04/18/2023	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,184.29	57.25	23,241.54
04/20/2023	Interest	4581X0DV7	1,915,000.00	Inter-American Dev Bank Note 0.875% Due 4/20/2026	0.00	8,378.13	8,378.13
04/20/2023	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
04/20/2023	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,156.00	141.39	6,297.39
04/20/2023	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	58,135.28	189.11	58,324.39
04/20/2023	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,650.61	177.78	19,828.39
04/21/2023	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,495.82	31.08	11,526.90
04/21/2023	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	0.00	223.67	223.67
04/22/2023	Interest	46647PBK1	312,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	3,249.48	3,249.48
04/22/2023	Interest	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,718.75	4,718.75
04/25/2023	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
04/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
04/25/2023	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	41,466.25	2,969.84	44,436.09
04/25/2023	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13

City of Brea

Account #120

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
04/25/2023	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	0.00	275.00	275.00
04/25/2023	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	48,720.54	120.70	48,841.24
04/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
04/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
04/28/2023	Interest	6174468Q5	500,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	5,470.00	5,470.00
04/28/2023	Interest	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
04/30/2023	Interest	912828X70	1,000,000.00	US Treasury Note 2% Due 4/30/2024	0.00	10,000.00	10,000.00
04/30/2023	Interest	91282CAT8	1,900,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	2,375.00	2,375.00
04/30/2023	Interest	912828T91	1,500,000.00	US Treasury Note 1.625% Due 10/31/2023	0.00	12,187.50	12,187.50
04/30/2023	Interest	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	16,875.00	16,875.00
<b>APR 2023</b>					<b>614,594.69</b>	<b>148,000.71</b>	<b>762,595.40</b>
05/01/2023	Interest	78015K7C2	1,100,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	12,375.00	12,375.00
05/01/2023	Interest	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	7,640.50	7,640.50
05/05/2023	Maturity	3137EAER6	1,560,000.00	FHLMC Note 0.375% Due 5/5/2023	1,560,000.00	2,925.00	1,562,925.00
05/07/2023	Interest	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	4,562.50	4,562.50
05/08/2023	Interest	14913Q3B3	1,100,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	11,825.00	11,825.00

City of Brea

Account #120

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/10/2023	Interest	665859AW4	430,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	8,600.00	8,600.00
05/12/2023	Interest	023135BX3	1,455,000.00	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 5/12/2026	0.00	7,275.00	7,275.00
05/13/2023	Interest	14913R2V8	465,000.00	Caterpillar Financial Service Note 3.4% Due 5/13/2025	0.00	7,905.00	7,905.00
05/15/2023	Interest	91324PEG3	430,000.00	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	0.00	7,955.00	7,955.00
05/15/2023	Interest	91324PEC2	240,000.00	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	0.00	1,380.00	1,380.00
05/15/2023	Paydown	44891RAC4	470,000.00	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,389.10	71.02	22,460.12
05/15/2023	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	21,032.09	86.75	21,118.84
05/15/2023	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	0.00	135.67	135.67
05/15/2023	Paydown	65479JAD5	380,589.09	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	14,586.71	357.50	14,944.21
05/15/2023	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	12,874.24	168.63	13,042.87
05/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
05/15/2023	Paydown	477870AC3	43,131.44	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	2,279.40	33.83	2,313.23
05/15/2023	Paydown	47787NAC3	142,939.78	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	7,151.17	27.40	7,178.57
05/15/2023	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	16,722.26	166.83	16,889.09
05/15/2023	Paydown	89240BAC2	810,000.00	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	36,824.08	87.91	36,911.99
05/15/2023	Paydown	43813DAC2	180,464.87	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	6,933.76	71.41	7,005.17

City of Brea

Account #120

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2023	Paydown	47789KAC7	252,249.12	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	9,289.26	139.09	9,428.35
05/15/2023	Paydown	89236XAC0	325,892.30	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	10,362.74	61.15	10,423.89
05/16/2023	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
05/16/2023	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
05/18/2023	Interest	06406HCQ0	800,000.00	Bank of New York Callable Note Cont 10/18/2025 3.95% Due 11/18/2025	0.00	15,800.00	15,800.00
05/18/2023	Paydown	43813KAC6	417,124.85	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	23,191.44	50.10	23,241.54
05/20/2023	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	58,146.91	170.22	58,317.13
05/20/2023	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	0.00	799.58	799.58
05/20/2023	Paydown	92290BAA9	650,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,658.30	170.09	19,828.39
05/20/2023	Paydown	92348AAA3	148,261.01	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	6,169.86	131.43	6,301.29
05/21/2023	Paydown	43813GAC5	230,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,498.60	28.49	11,527.09
05/21/2023	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	13,829.70	223.67	14,053.37
05/25/2023	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	27,133.24	275.00	27,408.24
05/25/2023	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
05/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
05/25/2023	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	48,732.31	107.31	48,839.62
05/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50



City of Brea

## Cash Flow Report

Account #120

As of May 31, 2022

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
05/25/2023	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
05/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
05/25/2023	Paydown	3137F4WZ1	1,397,020.57	FHLMC K731 A2 3.6% Due 2/25/2025	41,606.06	2,845.44	44,451.50
05/27/2023	Interest	3135G06H1	1,610,000.00	FNMA Note 0.25% Due 11/27/2023	0.00	2,012.50	2,012.50
05/31/2023	Interest	91282CAZ4	1,350,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	2,531.25	2,531.25
<b>MAY 2023</b>					<b>1,970,411.23</b>	<b>115,017.17</b>	<b>2,085,428.40</b>
<b>TOTAL</b>					<b>5,501,252.31</b>	<b>1,595,722.42</b>	<b>7,096,974.73</b>





City of Brea

## Book Value Report

Account #120

As of May 31, 2022

MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$8,978,127.62	\$2,262,776.87	\$6,020,434.47	\$694,916.28	\$8,978,127.62
Agency	\$28,340,862.52	\$1,559,797.39	\$7,940,619.48	\$18,840,445.65	\$28,340,862.52
CMO	\$7,374,586.96	\$0.00	\$3,140,003.42	\$4,234,583.54	\$7,374,586.96
Corporate	\$27,275,258.64	\$274,905.32	\$4,309,912.67	\$22,690,440.65	\$27,275,258.64
Money Market Fund	\$539,480.53	\$539,480.53	\$0.00	\$0.00	\$539,480.53
Municipal Bonds	\$909,774.98	\$0.00	\$0.00	\$909,774.98	\$909,774.98
Supranational	\$2,852,054.36	\$0.00	\$0.00	\$2,852,054.36	\$2,852,054.36
US Treasury	\$22,911,090.92	\$0.00	\$5,888,295.44	\$17,022,795.48	\$22,911,090.92
<b>TOTAL</b>	<b>\$99,181,236.53</b>	<b>\$4,636,960.11</b>	<b>\$27,299,265.48</b>	<b>\$67,245,010.94</b>	<b>\$99,181,236.53</b>



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

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

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

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

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

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

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

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

## Benchmark Index &amp; Disclosures



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index*	<p>The ICE BofA 1-5 Year US Treasury &amp; Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&amp;P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.</p> <p>The ICE BofA US 1-Year Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, twelve months from the rebalancing date.</p>
ICE BofA 1-5 Yr AAA-A US Corp & Govt Index	<p>The ICE BofA US 1-5 Year AAA-A US Corporate &amp; Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational, and corporate securities. Qualifying securities must be issued from US issuers and be rated AAA through A3 (based on an average of Moody's, S&amp;P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for US Treasuries and \$250 million for all other securities.</p>

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**Account Number: 6746050800**  
**PARS/CITY OF BREA 115 POST**  
**EMPLOYMENT BENEFIT TRUST PENSION**

**This statement is for the period from May 1, 2022 to May 31, 2022**

**Questions?**

If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:  
BETH BERGMAN  
3121 MICHELSON DR  
3RD FL  
IRVINE CA 92612  
Phone: 949-224-7207  
E-mail: beth.bergman@usbank.com



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CITY OF BREA  
ATTN.: CITY MANAGER  
1 CIVIC CENTER CIRCLE  
BREA, CA 92821

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## MARKET AND COST RECONCILIATION

	05/31/2022 MARKET	05/31/2022 BOOK VALUE
<b>Beginning Market And Cost</b>	<b>10,045,064.45</b>	<b>9,691,467.51</b>
<b>Investment Activity</b>		
Interest	10,254.72	10,254.72
Dividends	2,007.03	2,007.03
Realized Gain/Loss	1,704.95	1,704.95
Change In Unrealized Gain/Loss	45,542.12	.00
Net Accrued Income (Current-Prior)	- 2,471.60	- 2,471.60
Other Earnings	.01	.01
<b>Total Investment Activity</b>	<b>57,037.23</b>	<b>11,495.11</b>
<b>Plan Expenses</b>		
Trust Fees	- 2,384.20	- 2,384.20
<b>Total Plan Expenses</b>	<b>- 2,384.20</b>	<b>- 2,384.20</b>
<b>Other Activity</b>		
Transfers To Checking Account	- 2,090.84	- 2,090.84
<b>Total Other Activity</b>	<b>- 2,090.84</b>	<b>- 2,090.84</b>
<b>Net Change In Market And Cost</b>	<b>52,562.19</b>	<b>7,020.07</b>
<b>Ending Market And Cost</b>	<b>10,097,626.64</b>	<b>9,698,487.58</b>

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## CASH RECONCILIATION

<b>Beginning Cash</b>	<b>1,903.62</b>
<b>Investment Activity</b>	
Interest	10,254.72
Dividends	2,007.03
Cash Equivalent Purchases	- 12,158.35
Mutual Fund Purchases	- 212,778.71
Cash Equivalent Sales	205,224.96
Mutual Fund Sales	12,028.79
Other Earnings	.01
<b>Total Investment Activity</b>	<b>4,578.45</b>
<b>Plan Expenses</b>	
Trust Fees	- 2,384.20
<b>Total Plan Expenses</b>	<b>- 2,384.20</b>
<b>Other Activity</b>	
Transfers To Checking Account	- 2,090.84
<b>Total Other Activity</b>	<b>- 2,090.84</b>
<b>Net Change In Cash</b>	<b>103.41</b>
<b>Ending Cash</b>	<b>2,007.03</b>

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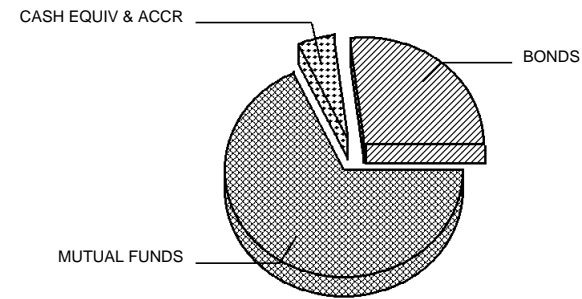
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## ASSET SUMMARY

ASSETS	05/31/2022 MARKET	05/31/2022 BOOK VALUE	% OF MARKET
Cash And Equivalents	382,820.18	382,820.18	3.80
Corporate Issues	2,586,385.75	2,788,909.50	25.61
Foreign Issues	183,411.00	215,911.00	1.82
Mutual Funds-Equity	5,952,646.74	5,259,379.78	58.95
Mutual Funds-Fixed Income	969,740.23	1,028,844.38	9.60
<b>Total Assets</b>	<b>10,075,003.90</b>	<b>9,675,864.84</b>	<b>99.78</b>
Accrued Income	22,622.74	22,622.74	0.22
<b>Grand Total</b>	<b>10,097,626.64</b>	<b>9,698,487.58</b>	<b>100.00</b>

Estimated Annual Income                      189,006.31



## ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.



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## ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
<b>Cash And Equivalents</b>						
<b>Money Markets</b>						
First Am Govt Ob Fd Cl Z 31846V567 Asset Minor Code 1	380,813.150	380,813.15 1.0000	380,813.15	.00 .00	249.29	0.63
<b>Total Money Markets</b>	<b>380,813.150</b>	<b>380,813.15</b>	<b>380,813.15</b>	<b>.00 .00</b>	<b>249.29</b>	<b>0.62</b>
<b>Cash</b>						
Cash		2,007.03	2,007.03			
<b>Total Cash</b>	<b>.000</b>	<b>2,007.03</b>	<b>2,007.03</b>	<b>.00 .00</b>	<b>.00</b>	<b>0.00</b>
<b>Total Cash And Equivalents</b>	<b>380,813.150</b>	<b>382,820.18</b>	<b>382,820.18</b>	<b>.00 .00</b>	<b>249.29</b>	<b>0.62</b>
<b>Corporate Issues</b>						
At T Inc 4.250% 3/01/27 Standard & Poors Rating: BBB Moody's Rating: Baa2 00206RDQ2 Asset Minor Code 28	150,000.000	153,643.50 102.4290	165,376.50	- 11,733.00 603.00	1,593.75	4.15
Amgen Inc 2.450% 2/21/30 Standard & Poors Rating: A- Moody's Rating: Baa1 031162CU2 Asset Minor Code 28	200,000.000	179,276.00 89.6380	201,692.00	- 22,416.00 2,856.00	1,361.11	2.73

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### ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Apple Inc 2.850% 2/23/23 Standard & Poors Rating: AA+ Moody's Rating: Aaa 037833BU3 Asset Minor Code 28	150,000.000	150,865.50 100.5770	158,403.00	- 7,537.50 51.00	1,163.75	2.83
Bank Of America Mtn 3.194% 7/23/30 Standard & Poors Rating: A- Moody's Rating: A2 06051GHV4 Asset Minor Code 28	100,000.000	92,466.00 92.4660	110,797.00	- 18,331.00 1,031.00	1,135.64	3.45
Bank Ny Mellon Mtn 3.442% 2/07/28 Standard & Poors Rating: A Moody's Rating: A1 06406RAB3 Asset Minor Code 28	200,000.000	197,012.00 98.5060	214,712.00	- 17,700.00 58.00	2,179.93	3.49
Cigna Corp 4.375% 10/15/28 Standard & Poors Rating: A- Moody's Rating: Baa1 125523AH3 Asset Minor Code 28	200,000.000	203,070.00 101.5350	224,486.00	- 21,416.00 2,418.00	1,118.06	4.31
Capital One 3.800% 1/31/28 Standard & Poors Rating: BBB Moody's Rating: Baa1 14040HBW4 Asset Minor Code 28	200,000.000	193,660.00 96.8300	228,776.00	- 35,116.00 1,448.00	2,554.44	3.92
Exxon Mobil Corp 2.709% 3/06/25 Standard & Poors Rating: AA- Moody's Rating: Aa2 30231GAF9 Asset Minor Code 28	100,000.000	99,302.00 99.3020	102,857.00	- 3,555.00 752.00	639.63	2.73
Fifth Third Bancorp 2.550% 5/05/27 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 316773DA5 Asset Minor Code 28	150,000.000	140,713.50 93.8090	145,131.00	- 4,417.50 346.50	276.25	2.72

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### ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Goldman Sachs Group 3.691% 6/05/28 Standard & Poors Rating: BBB+ Moody's Rating: A2 38141GWL4 Asset Minor Code 28	200,000.000	194,712.00 97.3560	215,860.00	- 21,148.00 2,912.00	3,608.98	3.79
Huntington 2.625% 8/06/24 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 446150AQ7 Asset Minor Code 28	50,000.000	49,243.00 98.4860	50,542.50	- 1,299.50 166.50	419.27	2.67
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A- Moody's Rating: A3 45866FAD6 Asset Minor Code 28	100,000.000	101,025.00 101.0250	104,231.00	- 3,206.00 574.00	1,875.00	3.71
Jp Morgan Chase Co 2.700% 5/18/23 Standard & Poors Rating: A- Moody's Rating: A2 46625HRL6 Asset Minor Code 28	75,000.000	75,087.75 100.1170	74,970.75	117.00 19.50	73.13	2.70
Keycorp Mtn 2.250% 4/06/27 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 49326EEK5 Asset Minor Code 28	150,000.000	137,778.00 91.8520	159,477.00	- 21,699.00 - 276.00	515.63	2.45
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	98,054.00 98.0540	103,111.00	- 5,057.00 178.00	809.72	2.80
Nike Inc 2.375% 11/01/26 Standard & Poors Rating: AA- Moody's Rating: A1 654106AF0 Asset Minor Code 28	150,000.000	145,098.00 96.7320	144,841.00	257.00 1,543.50	296.88	2.46

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### ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Pnc Financial 3.500% 1/23/24 Standard & Poors Rating: A- Moody's Rating: A3 693475AV7 Asset Minor Code 28	100,000.000	100,777.00 100.7770	105,422.00	- 4,645.00 161.00	1,244.44	3.47
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	74,875.50 99.8340	73,932.75	942.75 632.25	177.60	2.75
Stryker Corp 3.375% 11/01/25 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 863667AH4 Asset Minor Code 28	100,000.000	99,385.00 99.3850	100,401.00	- 1,016.00 162.00	281.25	3.40
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: BBB+ Moody's Rating: A1 94974BGA2 Asset Minor Code 28	100,000.000	100,342.00 100.3420	103,890.00	- 3,548.00 705.00	751.67	3.29
<b>Total Corporate Issues</b>	<b>2,650,000.000</b>	<b>2,586,385.75</b>	<b>2,788,909.50</b>	<b>- 202,523.75 16,341.25</b>	<b>22,076.13</b>	<b>3.28</b>
<b>Foreign Issues</b>						
Enbridge Inc 3.125% 11/15/29 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 29250NAZ8 Asset Minor Code 35	100,000.000	92,735.00 92.7350	109,497.00	- 16,762.00 463.00	138.89	3.37
Shell International 2.375% 11/07/29 Standard & Poors Rating: A+ Moody's Rating: Aa2 822582CD2 Asset Minor Code 35	100,000.000	90,676.00 90.6760	106,414.00	- 15,738.00 1,455.00	158.33	2.62

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### ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
<b>Total Foreign Issues</b>	<b>200,000.000</b>	<b>183,411.00</b>	<b>215,911.00</b>	<b>- 32,500.00 1,918.00</b>	<b>297.22</b>	<b>2.99</b>

### Mutual Funds

#### Mutual Funds-Equity

Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	20,748.456	623,283.62 30.0400	529,730.83	93,552.79 - 1,243.11	.00	0.68
Dfa Large Cap Intl Port. 233203868 Asset Minor Code 98	13,363.602	331,818.24 24.8300	301,129.18	30,689.06 6,378.88	.00	3.26
Dodge Cox International Stock Fd I 256206103 Asset Minor Code 98	2,558.756	119,340.38 46.6400	93,267.03	26,073.35 4,732.90	.00	2.52
Dodge Cox Stock Fund I 256219106 Asset Minor Code 98	2,320.257	550,156.14 237.1100	413,871.28	136,284.86 23,231.72	.00	1.18
Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	4,978.717	351,447.63 70.5900	386,970.63	- 35,523.00 - 13,808.78	.00	0.00
Hartford Schroders Emerging Markets 41665X859 Asset Minor Code 98	24,877.543	408,738.03 16.4300	384,355.60	24,382.43 5,885.14	.00	1.61
Ishares S P 500 Value Etf 464287408 Asset Minor Code 94	1,616.000	243,078.72 150.4200	210,883.72	32,195.00 3,967.72	.00	1.90
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	8,500.000	612,340.00 72.0400	474,213.04	138,126.96 1,548.32	.00	1.24

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### ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Mfs International Growth R6 552746356 Asset Minor Code 98	3,132.167	118,239.30 37.7500	92,031.36	26,207.94 136.67	.00	1.28
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	4,749.608	350,426.08 73.7800	342,521.98	7,904.10 - 8,141.39	.00	0.00
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	5,382.761	459,418.65 85.3500	351,383.64	108,035.01 15,395.80	.00	1.06
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	12,217.021	1,130,318.78 92.5200	939,214.00	191,104.78 5,008.98	.00	1.42
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	2,047.000	202,796.29 99.0700	174,199.72	28,596.57 - 9,093.73	.00	3.04
Vanguard Small Cap Growth Index Etf 922908595 Asset Minor Code 94	2,104.000	451,244.88 214.4700	565,607.77	- 114,362.89 - 10,642.55	.00	0.38
<b>Total Mutual Funds-Equity</b>	<b>108,595.888</b>	<b>5,952,646.74</b>	<b>5,259,379.78</b>	<b>693,266.96 23,356.57</b>	<b>.00</b>	<b>1.23</b>
<b>Mutual Funds-Fixed Income</b>						
P I M C O High Yield Fund Instl 693390841 Asset Minor Code 99	10,882.985	89,022.82 8.1800	98,216.40	- 9,193.58 459.42	.00	4.99
Pgim Total Return Bond Cl R6 74440B884 Asset Minor Code 99	14,753.710	188,995.03 12.8100	213,928.82	- 24,933.79 - 590.14	.00	3.48
Vanguard Short Term Invnt Grade #539 922031836 Asset Minor Code 99	67,617.046	691,722.38 10.2300	716,699.16	- 24,976.78 4,057.02	.10	1.75

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### ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Total Mutual Funds-Fixed Income	93,253.741	969,740.23	1,028,844.38	- 59,104.15 3,926.30	.10	2.38
Total Mutual Funds	201,849.629	6,922,386.97	6,288,224.16	634,162.81 27,282.87	.10	1.39
Total Assets	3,432,662.779	10,075,003.90	9,675,864.84	399,139.06 45,542.12	22,622.74	1.88
Accrued Income	.000	22,622.74	22,622.74			
Grand Total	3,432,662.779	10,097,626.64	9,698,487.58			

### ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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## INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
<b>Cash And Equivalents</b>								
380,813.150	First Am Govt Ob Fd CI Z 31846V567		06/01/22	0.01	79.72	249.29	79.72	249.29
<b>Total Cash And Equivalents</b>					<b>79.72</b>	<b>249.29</b>	<b>79.72</b>	<b>249.29</b>
<b>Corporate Issues</b>								
150,000.000	At T Inc 00206RDQ2	4.250%	3/01/27		1,062.50	531.25	.00	1,593.75
200,000.000	Amgen Inc 031162CU2	2.450%	2/21/30		952.78	408.33	.00	1,361.11
150,000.000	Apple Inc 037833BU3	2.850%	2/23/23		807.50	356.25	.00	1,163.75
100,000.000	Bank Of America Mtn 06051GHV4	3.194%	7/23/30		869.48	266.16	.00	1,135.64
200,000.000	Bank Ny Mellon Mtn 06406RAB3	3.442%	2/07/28		1,606.27	573.66	.00	2,179.93
200,000.000	Cigna Corp 125523AH3	4.375%	10/15/28		388.89	729.17	.00	1,118.06
200,000.000	Capital One 14040HBW4	3.800%	1/31/28		1,921.11	633.33	.00	2,554.44
100,000.000	Exxon Mobil Corp 30231GAF9	2.709%	3/06/25		413.88	225.75	.00	639.63
150,000.000	Fifth Third Bancorp 316773DA5	2.550%	5/05/27		1,870.00	318.75	1,912.50	276.25
200,000.000	Goldman Sachs Group 38141GWL4	3.691%	6/05/28		2,993.81	615.17	.00	3,608.98
50,000.000	Huntington 446150AQ7	2.625%	8/06/24		309.90	109.37	.00	419.27



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### INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
100,000.000	Intercontinental 45866FAD6	3.750%	12/01/25		1,562.50	312.50	.00	1,875.00
75,000.000	Jp Morgan Chase Co 46625HRL6	2.700%	5/18/23		916.88	168.75	1,012.50	73.13
150,000.000	Keycorp Mtn 49326EEK5	2.250%	4/06/27		234.38	281.25	.00	515.63
100,000.000	Kimberly Clark Corp 494368BU6	2.750%	2/15/26		580.56	229.16	.00	809.72
150,000.000	Nike Inc 654106AF0	2.375%	11/01/26		1,781.25	296.88	1,781.25	296.88
100,000.000	Pnc Financial 693475AV7	3.500%	1/23/24		952.78	291.66	.00	1,244.44
75,000.000	Pepsico Inc 713448CT3	2.750%	4/30/25		1,036.98	171.87	1,031.25	177.60
100,000.000	Stryker Corp 863667AH4	3.375%	11/01/25		1,687.50	281.25	1,687.50	281.25
100,000.000	Wells Fargo Mtn 94974BGA2	3.300%	9/09/24		476.67	275.00	.00	751.67
<b>Total Corporate Issues</b>					<b>22,425.62</b>	<b>7,075.51</b>	<b>7,425.00</b>	<b>22,076.13</b>
<b>Foreign Issues</b>								
100,000.000	Enbridge Inc 29250NAZ8	3.125%	11/15/29		1,440.97	260.42	1,562.50	138.89
100,000.000	Shell International 822582CD2	2.375%	11/07/29		1,147.92	197.91	1,187.50	158.33
<b>Total Foreign Issues</b>					<b>2,588.89</b>	<b>458.33</b>	<b>2,750.00</b>	<b>297.22</b>
<b>Mutual Funds-Fixed Income</b>								

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### INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
10,882.985	P I M C O High Yield Fund Instl 693390841		05/31/22	0.41	.00	356.58	356.58	.00
14,753.710	Pgim Total Return Bond CI R6 74440B884	12/23/21	05/31/22	0.45	.00	572.64	572.64	.00
67,617.046	Vanguard Short Term Invt Grade #539 922031836	05/31/22	06/01/22	0.18	.11	1,077.80	1,077.81	.10
<b>Total Mutual Funds-Fixed Income</b>					<b>.11</b>	<b>2,007.02</b>	<b>2,007.03</b>	<b>.10</b>
<b>Grand Total</b>					<b>25,094.34</b>	<b>9,790.15</b>	<b>12,261.75</b>	<b>22,622.74</b>

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## INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
<b>Interest</b>		
<b>Enbridge Inc 3.125% 11/15/29</b> <b>29250Naz8</b>		
05/16/2022	Enbridge Inc 3.125% 11/15/29 0.015625 USD/\$1 Pv On 100,000 Par Value Due 5/15/22	1,562.50
<b>Fifth Third Bancorp 2.550% 5/05/27</b> <b>316773Da5</b>		
05/05/2022	Fifth Third Bancorp 2.550% 5/05/27 0.01275 USD/\$1 Pv On 150,000 Par Value Due 5/5/22	1,912.50
<b>First Am Govt Ob Fd Cl Z</b> <b>31846V567</b>		
05/02/2022	Interest From 4/1/22 To 4/30/22	79.72
<b>Jp Morgan Chase Co 2.700% 5/18/23</b> <b>46625Hrl6</b>		
05/18/2022	Jp Morgan Chase Co 2.700% 5/18/23 0.0135 USD/\$1 Pv On 75,000 Par Value Due 5/18/22	1,012.50
<b>Nike Inc 2.375% 11/01/26</b> <b>654106Af0</b>		
05/02/2022	Nike Inc 2.375% 11/01/26 0.011875 USD/\$1 Pv On 150,000 Par Value Due 5/1/22	1,781.25
<b>Pepsico Inc 2.750% 4/30/25</b> <b>713448Ct3</b>		
05/02/2022	Pepsico Inc 2.750% 4/30/25 0.01375 USD/\$1 Pv On 75,000 Par Value Due 4/30/22	1,031.25
<b>Shell International 2.375% 11/07/29</b> <b>822582CD2</b>		
05/09/2022	Shell International 2.375% 11/07/29 0.011875 USD/\$1 Pv On 100,000 Par Value Due 5/7/22	1,187.50

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### INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
<b>Stryker Corp 3.375% 11/01/25</b>		
<b>863667Ah4</b>		
05/02/2022	Stryker Corp 3.375% 11/01/25 0.016875 USD/\$1 Pv On 100,000 Par Value Due 5/1/22	1,687.50
<b>Total Interest</b>		<b>10,254.72</b>
<b>Dividends</b>		
<b>P I M C O High Yield Fund Instl</b>		
<b>693390841</b>		
05/31/2022	Dividend From 5/1/22 To 5/31/22	356.58
<b>Pgim Total Return Bond CI R6</b>		
<b>74440B884</b>		
05/31/2022	Dividend Payable 5/1/22 To 5/31/22	572.64
<b>Vanguard Short Term Invst Grade #539</b>		
<b>922031836</b>		
05/31/2022	Dividend	1,077.81
<b>Total Dividends</b>		<b>2,007.03</b>
<b>Other Earnings</b>		
<b>Interest-Bank Compensation</b>		
05/26/2022	Income Payments Interest Earned On Income Payments	.01
<b>Total Other Earnings</b>		<b>.01</b>

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PLAN EXPENSES		
DATE	DESCRIPTION	CASH
<b>Trust Fees</b>		
<b>Trust Fees</b>		
05/26/2022	Collected Charged For Period 04/01/2022 Thru 04/30/2022	- 2,384.20
<b>Total Trust Fees</b>		<b>- 2,384.20</b>
<b>Total Trust Fees</b>		<b>- 2,384.20</b>
<b>Total Plan Expenses</b>		<b>- 2,384.20</b>

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OTHER ACTIVITY		
DATE	DESCRIPTION	CASH
<b>Transfers To Checking Account</b>		
<b>ACH Transfer To Checking</b>		
05/27/2022	Paid To Jp Morgan Chase DDA Xxxxxx9737 Pars Admin Fee, Per Dir Dtd 05/26/2022	- 2,090.84
<b>Total ACH Transfer To Checking</b>		<b>- 2,090.84</b>
<b>Total Transfers To Checking Account</b>		<b>- 2,090.84</b>
<b>Total Other Activity</b>		<b>- 2,090.84</b>

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## PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
<b>Cash And Equivalents</b>					
05/02/2022	Purchased 4,500 Units Of First Am Govt Ob Fd CI Z Trade Date 5/2/22 31846V567	4,500.000	.00	- 4,500.00	4,500.00
05/03/2022	Purchased 1,512.41 Units Of First Am Govt Ob Fd CI Z Trade Date 5/3/22 31846V567	1,512.410	.00	- 1,512.41	1,512.41
05/05/2022	Purchased 2,383.43 Units Of First Am Govt Ob Fd CI Z Trade Date 5/5/22 31846V567	2,383.430	.00	- 2,383.43	2,383.43
05/09/2022	Purchased 1,187.5 Units Of First Am Govt Ob Fd CI Z Trade Date 5/9/22 31846V567	1,187.500	.00	- 1,187.50	1,187.50
05/16/2022	Purchased 1,562.5 Units Of First Am Govt Ob Fd CI Z Trade Date 5/16/22 31846V567	1,562.500	.00	- 1,562.50	1,562.50
05/18/2022	Purchased 1,012.5 Units Of First Am Govt Ob Fd CI Z Trade Date 5/18/22 31846V567	1,012.500	.00	- 1,012.50	1,012.50
05/27/2022	Purchased 0.01 Units Of First Am Govt Ob Fd CI Z Trade Date 5/27/22 31846V567	.010	.00	- .01	.01

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### PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
<b>Total First Am Govt Ob Fd CI Z</b>		<b>12,158.350</b>	<b>.00</b>	<b>- 12,158.35</b>	<b>12,158.35</b>
<b>Total Cash And Equivalents</b>		<b>12,158.350</b>	<b>.00</b>	<b>- 12,158.35</b>	<b>12,158.35</b>
<b>Mutual Funds-Equity</b>					
05/24/2022	Purchased 1,170.19 Shares Of Columbia Contrarian Core Fund Trade Date 5/24/22 1,170.19 Shares At 28.76 USD 19766M709	1,170.190	.00	- 33,654.66	33,654.66
<b>Total Columbia Contrarian Core Fund</b>		<b>1,170.190</b>	<b>.00</b>	<b>- 33,654.66</b>	<b>33,654.66</b>
05/24/2022	Purchased 57.851 Shares Of Dodge Cox Stock Fund I Trade Date 5/24/22 57.851 Shares At 227.39 USD 256219106	57.851	.00	- 13,154.64	13,154.64
<b>Total Dodge Cox Stock Fund I</b>		<b>57.851</b>	<b>.00</b>	<b>- 13,154.64</b>	<b>13,154.64</b>
05/24/2022	Purchased 741.995 Shares Of Harbor Capital Appreciaton CI R Trade Date 5/24/22 741.995 Shares At 65.39 USD 411512528	741.995	.00	- 48,519.07	48,519.07
<b>Total Harbor Capital Appreciaton CI R</b>		<b>741.995</b>	<b>.00</b>	<b>- 48,519.07</b>	<b>48,519.07</b>
05/24/2022	Purchased 281.557 Shares Of Hartford Schrodgers Emerging Markets Trade Date 5/24/22 281.557 Shares At 15.62 USD 41665X859	281.557	.00	- 4,397.92	4,397.92



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### PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
<b>Total Hartford Schroders Emerging Markets</b>		<b>281.557</b>	<b>.00</b>	<b>- 4,397.92</b>	<b>4,397.92</b>
05/24/2022	Purchased 343 Shares Of Ishares Russell Mid Cap Etf Trade Date 5/24/22 Purchased Through Ubs Securities LLC 343 Shares At 68.68 USD 464287499	343.000	12.01	- 23,569.25	23,569.25
<b>Total Ishares Russell Mid Cap Etf</b>		<b>343.000</b>	<b>12.01</b>	<b>- 23,569.25</b>	<b>23,569.25</b>
05/24/2022	Purchased 8 Shares Of Ishares S P 500 Value Etf Trade Date 5/24/22 Purchased Through Ubs Securities LLC 8 Shares At 144.86 USD 464287408	8.000	.28	- 1,159.16	1,159.16
<b>Total Ishares S P 500 Value Etf</b>		<b>8.000</b>	<b>.28</b>	<b>- 1,159.16</b>	<b>1,159.16</b>
05/24/2022	Purchased 12.956 Shares Of Mfs International Growth R6 Trade Date 5/24/22 12.956 Shares At 36.83 USD 552746356	12.956	.00	- 477.18	477.18
<b>Total Mfs International Growth R6</b>		<b>12.956</b>	<b>.00</b>	<b>- 477.18</b>	<b>477.18</b>
05/24/2022	Purchased 630.866 Shares Of Price T Rowe Growth Stk Fd Inc Trade Date 5/24/22 630.866 Shares At 68.47 USD 741479406	630.866	.00	- 43,195.40	43,195.40
<b>Total Price T Rowe Growth Stk Fd Inc</b>		<b>630.866</b>	<b>.00</b>	<b>- 43,195.40</b>	<b>43,195.40</b>

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### PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
05/24/2022	Purchased 104 Shares Of Vanguard Real Estate Etf Trade Date 5/24/22 Purchased Through Ubs Securities LLC 104 Shares At 95.49 USD 922908553	104.000	3.64	- 9,934.60	9,934.60
<b>Total Vanguard Real Estate Etf</b>		<b>104.000</b>	<b>3.64</b>	<b>- 9,934.60</b>	<b>9,934.60</b>
05/24/2022	Purchased 169 Shares Of Vanguard Small Cap Growth Index Etf Trade Date 5/24/22 Purchased Through Ubs Securities LLC 169 Shares At 205.39 USD 922908595	169.000	5.92	- 34,716.83	34,716.83
<b>Total Vanguard Small Cap Growth Index Etf</b>		<b>169.000</b>	<b>5.92</b>	<b>- 34,716.83</b>	<b>34,716.83</b>
<b>Total Mutual Funds-Equity</b>		<b>3,519.415</b>	<b>21.85</b>	<b>- 212,778.71</b>	<b>212,778.71</b>
<b>Total Purchases</b>		<b>15,677.765</b>	<b>21.85</b>	<b>- 224,937.06</b>	<b>224,937.06</b>

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## SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
<b>Cash And Equivalents</b>						
05/25/2022	Sold 131,370.08 Units Of First Am Govt Ob Fd CI Z Trade Date 5/25/22 31846V567	- 131,370.080	.00	131,370.08	- 131,370.08	.00
05/26/2022	Sold 71,764.04 Units Of First Am Govt Ob Fd CI Z Trade Date 5/26/22 31846V567	- 71,764.040	.00	71,764.04	- 71,764.04	.00
05/27/2022	Sold 2,090.84 Units Of First Am Govt Ob Fd CI Z Trade Date 5/27/22 31846V567	- 2,090.840	.00	2,090.84	- 2,090.84	.00
<b>Total First Am Govt Ob Fd CI Z</b>		<b>- 205,224.960</b>	<b>.00</b>	<b>205,224.96</b>	<b>- 205,224.96</b>	<b>.00</b>
<b>Total Cash And Equivalents</b>		<b>- 205,224.960</b>	<b>.00</b>	<b>205,224.96</b>	<b>- 205,224.96</b>	<b>.00</b>
<b>Mutual Funds-Equity</b>						
05/24/2022	Sold 93.712 Shares Of Dfa Large Cap Intl Port. Trade Date 5/24/22 93.712 Shares At 24.34 USD 233203868	- 93.712	.00	2,280.94	- 2,111.66	169.28
<b>Total Dfa Large Cap Intl Port.</b>		<b>- 93.712</b>	<b>.00</b>	<b>2,280.94</b>	<b>- 2,111.66</b>	<b>169.28</b>
05/24/2022	Sold 62.968 Shares Of Dodge Cox International Stock Fd I Trade Date 5/24/22 62.968 Shares At 45.43 USD 256206103	- 62.968	.00	2,860.64	- 2,295.19	565.45

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## SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
<b>Total Dodge Cox International Stock Fd I</b>		<b>- 62.968</b>	<b>.00</b>	<b>2,860.64</b>	<b>- 2,295.19</b>	<b>565.45</b>
05/24/2022	Sold 69.633 Shares Of Undiscovered Mgrs Behavioral Value Trade Date 5/24/22 69.633 Shares At 81.58 USD 904504479	- 69.633	.00	5,680.66	- 4,545.60	1,135.06
<b>Total Undiscovered Mgrs Behavioral Value</b>		<b>- 69.633</b>	<b>.00</b>	<b>5,680.66</b>	<b>- 4,545.60</b>	<b>1,135.06</b>
<b>Total Mutual Funds-Equity</b>		<b>- 226.313</b>	<b>.00</b>	<b>10,822.24</b>	<b>- 8,952.45</b>	<b>1,869.79</b>
<b>Mutual Funds-Fixed Income</b>						
05/24/2022	Sold 151.959 Shares Of P I M C O High Yield Fund Instl Trade Date 5/24/22 151.959 Shares At 7.94 USD 693390841	- 151.959	.00	1,206.55	- 1,371.39	- 164.84
<b>Total P I M C O High Yield Fund Instl</b>		<b>- 151.959</b>	<b>.00</b>	<b>1,206.55</b>	<b>- 1,371.39</b>	<b>- 164.84</b>
<b>Total Mutual Funds-Fixed Income</b>		<b>- 151.959</b>	<b>.00</b>	<b>1,206.55</b>	<b>- 1,371.39</b>	<b>- 164.84</b>
<b>Total Sales And Maturities</b>		<b>- 205,603.232</b>	<b>.00</b>	<b>217,253.75</b>	<b>- 215,548.80</b>	<b>1,704.95</b>

## SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

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## BOND SUMMARY

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
<b>MATURITY SUMMARY</b>			
2022	.00	.00	0.00
2023	225,000.00	225,953.25	8.16
2024	250,000.00	250,362.00	9.04
2025	375,000.00	374,587.50	13.53
2026	250,000.00	243,152.00	8.78
2027	450,000.00	432,135.00	15.60
2028	800,000.00	788,454.00	28.46
2029	200,000.00	183,411.00	6.62
2030	300,000.00	271,742.00	9.81
<b>Total</b>	<b>2,850,000.00</b>	<b>2,769,796.75</b>	<b>100.00</b>
<b>MOODY'S RATING</b>			
Aaa	150,000.00	150,865.50	5.44
Aa2	200,000.00	189,978.00	6.86
A1	525,000.00	517,327.50	18.68
A2	475,000.00	460,319.75	16.62
A3	200,000.00	201,802.00	7.29
Baa1	1,150,000.00	1,095,860.50	39.56
Baa2	150,000.00	153,643.50	5.55
<b>Total</b>	<b>2,850,000.00</b>	<b>2,769,796.75</b>	<b>100.00</b>
<b>S&amp;P RATING</b>			
AA+	150,000.00	150,865.50	5.45
AA-	250,000.00	244,400.00	8.82
A+	175,000.00	165,551.50	5.98
A	300,000.00	295,066.00	10.65
A-	775,000.00	751,701.75	27.14
BBB+	850,000.00	814,908.50	29.42
BBB	350,000.00	347,303.50	12.54
<b>Total</b>	<b>2,850,000.00</b>	<b>2,769,796.75</b>	<b>100.00</b>

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## BOND QUALITY SCHEDULE

### MOODY'S RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
<b>Aaa Bonds</b>						
Apple Inc 2.850% 2/23/23 037833BU3 Standard & Poors Rating: AA+	150,000.000	100.5770	150,865.50	158,403.00	- 7,537.50	2.05
<b>Aa2 Bonds</b>						
Exxon Mobil Corp 2.709% 3/06/25 Next Call Date 12/06/2024 30231GAF9 Standard & Poors Rating: AA-	100,000.000	99.3020	99,302.00	102,857.00	- 3,555.00	2.97
Shell International 2.375% 11/07/29 Next Call Date 08/07/2029 822582CD2 Standard & Poors Rating: A+	100,000.000	90.6760	90,676.00	106,414.00	- 15,738.00	3.83
<b>Total Aa2 Bonds</b>			<b>189,978.00</b>	<b>209,271.00</b>	<b>- 19,293.00</b>	
<b>A1 Bonds</b>						
Bank Ny Mellon Mtn 3.442% 2/07/28 Next Call Date 02/07/2027 06406RAB3 Standard & Poors Rating: A	200,000.000	98.5060	197,012.00	214,712.00	- 17,700.00	3.74
Nike Inc 2.375% 11/01/26 Next Call Date 09/01/2026 654106AF0 Standard & Poors Rating: AA-	150,000.000	96.7320	145,098.00	144,841.00	257.00	3.17
Pepsico Inc 2.750% 4/30/25 Next Call Date 01/30/2025 713448CT3 Standard & Poors Rating: A+	75,000.000	99.8340	74,875.50	73,932.75	942.75	2.81

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PARS/CITY OF BREA 115P PEN  
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## BOND QUALITY SCHEDULE (continued)

### MOODY'S RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Wells Fargo Mtn 3.300% 9/09/24 94974BGA2 Standard & Poors Rating: BBB+	100,000.000	100.3420	100,342.00	103,890.00	- 3,548.00	3.14
<b>Total A1 Bonds</b>			<b>517,327.50</b>	<b>537,375.75</b>	<b>- 20,048.25</b>	
<b>A2 Bonds</b>						
Bank Of America Mtn 3.194% 7/23/30 Next Call Date 07/23/2029 06051GHV4 Standard & Poors Rating: A-	100,000.000	92.4660	92,466.00	110,797.00	- 18,331.00	4.30
Goldman Sachs Group 3.691% 6/05/28 Next Call Date 06/05/2027 38141GWL4 Standard & Poors Rating: BBB+	200,000.000	97.3560	194,712.00	215,860.00	- 21,148.00	4.19
Jp Morgan Chase Co 2.700% 5/18/23 Next Call Date 03/18/2023 46625HRL6 Standard & Poors Rating: A-	75,000.000	100.1170	75,087.75	74,970.75	117.00	2.58
Kimberly Clark Corp 2.750% 2/15/26 494368BU6 Standard & Poors Rating: A	100,000.000	98.0540	98,054.00	103,111.00	- 5,057.00	3.31
<b>Total A2 Bonds</b>			<b>460,319.75</b>	<b>504,738.75</b>	<b>- 44,419.00</b>	
<b>A3 Bonds</b>						
Intercontinental 3.750% 12/01/25 Next Call Date 09/01/2025 45866FAD6 Standard & Poors Rating: A-	100,000.000	101.0250	101,025.00	104,231.00	- 3,206.00	3.44

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PARS/CITY OF BREA 115P PEN  
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## BOND QUALITY SCHEDULE (continued)

### MOODY'S RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Pnc Financial 3.500% 1/23/24 Next Call Date 12/23/2023 693475AV7 Standard & Poors Rating: A-	100,000.000	100.7770	100,777.00	105,422.00	- 4,645.00	3.01
<b>Total A3 Bonds</b>			<b>201,802.00</b>	<b>209,653.00</b>	<b>- 7,851.00</b>	
<b>Baa1 Bonds</b>						
Amgen Inc 2.450% 2/21/30 Next Call Date 11/21/2029 031162CU2 Standard & Poors Rating: A-	200,000.000	89.6380	179,276.00	201,692.00	- 22,416.00	4.02
Capital One 3.800% 1/31/28 Next Call Date 12/31/2027 14040HBW4 Standard & Poors Rating: BBB	200,000.000	96.8300	193,660.00	228,776.00	- 35,116.00	4.44
Cigna Corp 4.375% 10/15/28 Next Call Date 07/15/2028 125523AH3 Standard & Poors Rating: A-	200,000.000	101.5350	203,070.00	224,486.00	- 21,416.00	4.10
Enbridge Inc 3.125% 11/15/29 Next Call Date 08/15/2029 29250NAZ8 Standard & Poors Rating: BBB+	100,000.000	92.7350	92,735.00	109,497.00	- 16,762.00	4.27
Fifth Third Bancorp 2.550% 5/05/27 Next Call Date 04/05/2027 316773DA5 Standard & Poors Rating: BBB+	150,000.000	93.8090	140,713.50	145,131.00	- 4,417.50	3.94
Huntington 2.625% 8/06/24 Next Call Date 07/06/2024 446150AQ7 Standard & Poors Rating: BBB+	50,000.000	98.4860	49,243.00	50,542.50	- 1,299.50	3.35



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## BOND QUALITY SCHEDULE (continued)

### MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Keycorp Mtn 2.250% 4/06/27 49326EEK5 Standard & Poors Rating: BBB+	150,000.000	91.8520	137,778.00	159,477.00	- 21,699.00	4.12
Stryker Corp 3.375% 11/01/25 Next Call Date 08/01/2025 863667AH4 Standard & Poors Rating: BBB+	100,000.000	99.3850	99,385.00	100,401.00	- 1,016.00	3.57
<b>Total Baa1 Bonds</b>			<b>1,095,860.50</b>	<b>1,220,002.50</b>	<b>- 124,142.00</b>	
<b>Baa2 Bonds</b>						
At T Inc 4.250% 3/01/27 Next Call Date 12/01/2026 00206RDQ2 Standard & Poors Rating: BBB	150,000.000	102.4290	153,643.50	165,376.50	- 11,733.00	3.69
<b>GRAND TOTAL</b>			<b>2,769,796.75</b>	<b>3,004,820.50</b>	<b>- 235,023.75</b>	



## Brea CFD 2008 2 17 Reserve Fund

Account #10600

## Portfolio Summary

As of May 31, 2022

## PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.81
Average Coupon	1.53%
Average Purchase YTM	1.72%
Average Market YTM	2.06%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	1.86 yrs
Average Life	1.86 yrs

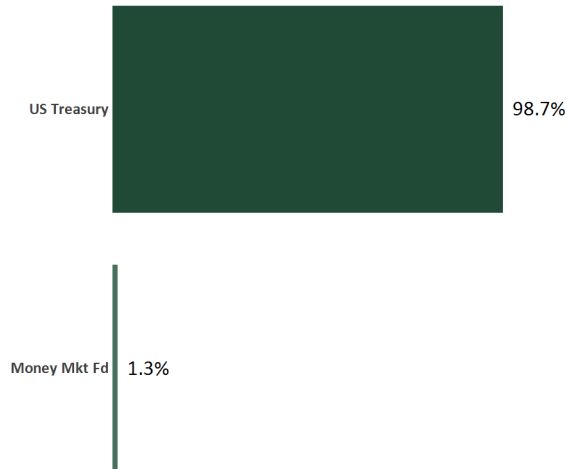
## ACCOUNT SUMMARY

	Beg. Values as of 4/30/22	End Values as of 5/31/22
Market Value	652,510	656,838
Accrued Interest	2,877	1,453
Total Market Value	655,386	658,291
Income Earned	945	973
Cont/WD		0
Par	671,207	673,480
Book Value	669,806	672,202
Cost Value	666,455	668,728

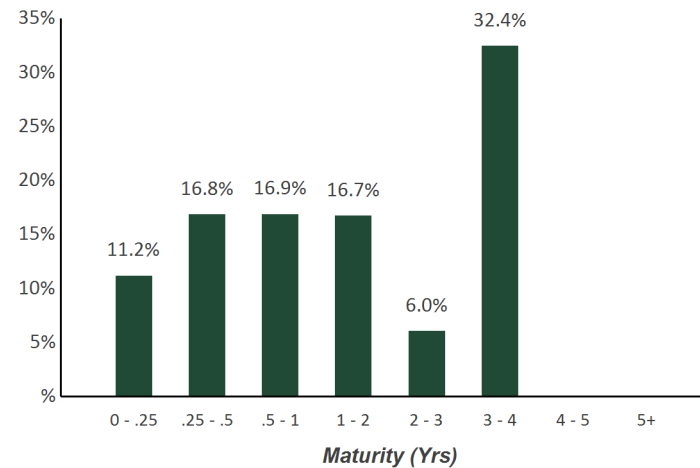
## TOP ISSUERS

Government of United States	98.7%
Invesco Treasury Portfolio MMF	1.3%
<b>Total</b>	<b>100.0%</b>

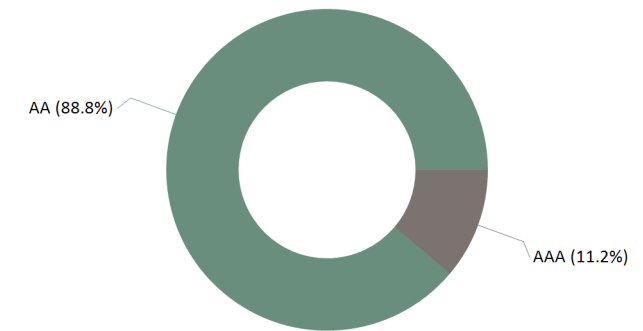
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	6/30/2018
Brea CFD 2008 2 17 Reserve Fund	0.44%	-1.50%	-2.23%	-2.69%	-1.36%	0.88%	N/A	N/A	1.74%
ICE BofA 3-5 Yr US Treasury & Agency Index	0.71%	-3.45%	-5.21%	-6.48%	-3.46%	0.17%	N/A	N/A	1.49%



## Brea CFD 2008 2 17 Reserve Fund

## Reconciliation Summary

Account #10600

As of May 31, 2022

BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$669,806.22</b>
<u><b>Acquisition</b></u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$2,272.94	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$2,272.94</b>
<u><b>Dispositions</b></u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
<b>Total Dispositions</b>		<b>\$0.00</b>
<u><b>Amortization/Accretion</b></u>		
+/- Net Accretion	\$123.27	
		\$123.27
<u><b>Gain/Loss on Dispositions</b></u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
<b>ENDING BOOK VALUE</b>		<b>\$672,202.43</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$6,207.11</b>
<u><b>Acquisition</b></u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$2,271.88	
Dividend Received	\$1.06	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
<b>Total Acquisitions</b>	<b>\$2,272.94</b>	
<u><b>Dispositions</b></u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$0.00</b>	
<b>ENDING BOOK VALUE</b>		<b>\$8,480.05</b>

## Brea CFD 2008 2 17 Reserve Fund

Account #10600

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>MONEY MARKET FUND</b>									
825252109	Invesco Treasury MMFD Private Class	8,480.05	Various 0.25%	8,480.05 8,480.05	1.00 0.25%	8,480.05 0.00	1.29% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>8,480.05</b>	<b>0.25%</b>	<b>8,480.05</b> <b>8,480.05</b>	<b>0.25%</b>	<b>8,480.05</b> <b>0.00</b>	<b>1.29%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>US TREASURY</b>									
912796V97	US Treasury Bill 0.426% Due 6/14/2022	65,000.00	03/15/2022 0.43%	64,930.86 64,990.01	99.98 0.43%	64,990.01 0.00	9.87% 0.00	P-1 / A-1+ F-1+	0.04 0.04
912828L24	US Treasury Note 1.875% Due 8/31/2022	110,000.00	06/13/2018 2.82%	105,887.89 109,756.85	100.17 1.17%	110,191.62 521.23	16.82% 434.77	Aaa / AA+ AAA	0.25 0.25
9128284D9	US Treasury Note 2.5% Due 3/31/2023	110,000.00	06/13/2018 2.84%	108,345.70 109,713.73	100.43 1.97%	110,476.96 465.85	16.85% 763.23	Aaa / AA+ AAA	0.83 0.82
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	110,000.00	06/18/2019 1.84%	113,381.64 111,347.37	100.00 2.50%	110,004.29 127.04	16.73% (1,343.08)	Aaa / AA+ AAA	1.96 1.90
912828G38	US Treasury Note 2.25% Due 11/15/2024	40,000.00	03/15/2022 2.01%	40,251.56 40,231.69	99.01 2.67%	39,604.68 41.58	6.02% (627.01)	Aaa / AA+ AAA	2.46 2.37
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	115,000.00	12/30/2020 0.38%	114,986.52 114,990.34	91.79 2.80%	105,557.47 181.08	16.06% (9,432.87)	Aaa / AA+ AAA	3.59 3.51
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	60,000.00	01/19/2022 1.53%	57,309.38 57,550.66	91.59 2.80%	54,953.88 75.21	8.36% (2,596.78)	Aaa / AA+ AAA	3.67 3.59
912828R36	US Treasury Note 1.625% Due 5/15/2026	55,000.00	01/19/2022 1.56%	55,154.69 55,141.73	95.60 2.81%	52,578.74 41.29	7.99% (2,562.99)	Aaa / AA+ AAA	3.96 3.79
<b>Total US Treasury</b>		<b>665,000.00</b>	<b>1.74%</b>	<b>660,248.24</b> <b>663,722.38</b>	<b>2.09%</b>	<b>648,357.65</b> <b>1,453.28</b>	<b>98.71%</b> <b>(15,364.73)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>1.89</b> <b>1.83</b>
				<b>668,728.29</b>		<b>656,837.70</b>	<b>100.00%</b>	<b>Aaa / AA+</b>	<b>1.86</b>
<b>TOTAL PORTFOLIO</b>		<b>673,480.05</b>	<b>1.72%</b>	<b>672,202.43</b>	<b>2.06%</b>	<b>1,453.28</b>	<b>(15,364.73)</b>	<b>AAA</b>	<b>1.81</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>658,290.98</b>			



## Brea CFD 2008 2 17 Reserve Fund

Account #10600

## Transaction Ledger

As of May 31, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/03/2022	825252109	1.06	Invesco Treasury MMFD Private Class	1.000	0.01%	1.06	0.00	1.06	0.00
Purchase	05/15/2022	825252109	2,271.88	Invesco Treasury MMFD Private Class	1.000	0.01%	2,271.88	0.00	2,271.88	0.00
<b>Subtotal</b>			<b>2,272.94</b>				<b>2,272.94</b>	<b>0.00</b>	<b>2,272.94</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>2,272.94</b>				<b>2,272.94</b>	<b>0.00</b>	<b>2,272.94</b>	<b>0.00</b>
<b>OTHER TRANSACTIONS</b>										
Interest	05/15/2022	912828G38	40,000.00	US Treasury Note 2.25% Due 11/15/2024	0.000		450.00	0.00	450.00	0.00
Interest	05/15/2022	912828R36	55,000.00	US Treasury Note 1.625% Due 5/15/2026	0.000		446.88	0.00	446.88	0.00
Interest	05/15/2022	912828WJ5	110,000.00	US Treasury Note 2.5% Due 5/15/2024	0.000		1,375.00	0.00	1,375.00	0.00
<b>Subtotal</b>			<b>205,000.00</b>				<b>2,271.88</b>	<b>0.00</b>	<b>2,271.88</b>	<b>0.00</b>
Dividend	05/03/2022	825252109	6,207.11	Invesco Treasury MMFD Private Class	0.000		1.06	0.00	1.06	0.00
<b>Subtotal</b>			<b>6,207.11</b>				<b>1.06</b>	<b>0.00</b>	<b>1.06</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>211,207.11</b>				<b>2,272.94</b>	<b>0.00</b>	<b>2,272.94</b>	<b>0.00</b>

## Brea CFD 2008 2 17 Reserve Fund

Account #10600

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
9128284D9	US Treasury Note 2.5% Due 03/31/2023	06/13/2018 06/14/2018 110,000.00	109,684.45 0.00 0.00 109,713.73	232.92 0.00 465.85 232.93	29.28 0.00 29.28 262.21	262.21
912828G38	US Treasury Note 2.25% Due 11/15/2024	03/15/2022 03/16/2022 40,000.00	40,239.69 0.00 0.00 40,231.69	415.19 450.00 41.58 76.39	0.00 8.00 (8.00) 68.39	68.39
912828L24	US Treasury Note 1.875% Due 08/31/2022	06/13/2018 06/14/2018 110,000.00	109,674.02 0.00 0.00 109,756.85	347.49 0.00 521.23 173.74	82.83 0.00 82.83 256.57	256.57
912828R36	US Treasury Note 1.625% Due 05/15/2026	01/19/2022 01/20/2022 55,000.00	55,144.78 0.00 0.00 55,141.73	412.31 446.88 41.29 75.86	0.00 3.05 (3.05) 72.81	72.81
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	06/18/2019 06/19/2019 110,000.00	111,405.87 0.00 0.00 111,347.37	1,268.65 1,375.00 127.04 233.39	0.00 58.50 (58.50) 174.89	174.89
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	12/30/2020 12/31/2020 115,000.00	114,990.11 0.00 0.00 114,990.34	144.15 0.00 181.08 36.93	0.23 0.00 0.23 37.16	37.16
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	01/19/2022 01/20/2022 60,000.00	57,493.99 0.00 0.00 57,550.66	55.94 0.00 75.21 19.27	56.67 0.00 56.67 75.94	75.94
			<b>598,632.91</b>	<b>2,876.65</b>	<b>169.01</b>	
			<b>0.00</b>	<b>2,271.88</b>	<b>69.55</b>	
			<b>0.00</b>	<b>1,453.28</b>	<b>99.46</b>	
<b>Total Fixed Income</b>		<b>600,000.00</b>	<b>598,732.37</b>	<b>848.51</b>	<b>947.97</b>	<b>947.97</b>



## Brea CFD 2008 2 17 Reserve Fund

Account #10600

## Income Earned

As of May 31, 2022

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>CASH &amp; EQUIVALENT</b>						
825252109	Invesco	Various	6,207.11	0.00	0.00	1.06
	Treasury MMFD Private Class	Various	2,272.94	1.06	0.00	
		8,480.05	0.00	0.00	0.00	
			8,480.05	1.06	1.06	
912796V97	US Treasury	03/15/2022	64,966.20	0.00	23.81	23.81
	Bill	03/16/2022	0.00	0.00	0.00	
	0.426% Due 06/14/2022	65,000.00	0.00	0.00	23.81	
			64,990.01	0.00	23.81	
			<b>71,173.31</b>	<b>0.00</b>	<b>23.81</b>	
			<b>2,272.94</b>	<b>1.06</b>	<b>0.00</b>	
			<b>0.00</b>	<b>0.00</b>	<b>23.81</b>	
<b>Total Cash &amp; Equivalent</b>		<b>73,480.05</b>	<b>73,470.06</b>	<b>1.06</b>	<b>24.87</b>	<b>24.87</b>
			669,806.22	2,876.65	192.82	
			2,272.94	2,272.94	69.55	
			0.00	1,453.28	123.27	
<b>TOTAL PORTFOLIO</b>		<b>673,480.05</b>	<b>672,202.43</b>	<b>849.57</b>	<b>972.84</b>	<b>972.84</b>

## Brea CFD 2008 2 17 Reserve Fund

Account #10600

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/14/2022	Maturity	912796V97	65,000.00	US Treasury Bill 0.426% Due 6/14/2022	65,000.00	0.00	65,000.00
06/30/2022	Interest	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	215.63	215.63
<b>JUN 2022</b>					<b>65,000.00</b>	<b>215.63</b>	<b>65,215.63</b>
07/31/2022	Interest	91282CBH3	60,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	112.50	112.50
<b>JUL 2022</b>					<b>0.00</b>	<b>112.50</b>	<b>112.50</b>
08/31/2022	Maturity	912828L24	110,000.00	US Treasury Note 1.875% Due 8/31/2022	110,000.00	1,031.25	111,031.25
<b>AUG 2022</b>					<b>110,000.00</b>	<b>1,031.25</b>	<b>111,031.25</b>
09/30/2022	Interest	9128284D9	110,000.00	US Treasury Note 2.5% Due 3/31/2023	0.00	1,375.00	1,375.00
<b>SEP 2022</b>					<b>0.00</b>	<b>1,375.00</b>	<b>1,375.00</b>
11/15/2022	Interest	912828R36	55,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	446.88	446.88
11/15/2022	Interest	912828G38	40,000.00	US Treasury Note 2.25% Due 11/15/2024	0.00	450.00	450.00
11/15/2022	Interest	912828WJ5	110,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	1,375.00	1,375.00
<b>NOV 2022</b>					<b>0.00</b>	<b>2,271.88</b>	<b>2,271.88</b>
12/31/2022	Interest	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	215.63	215.63
<b>DEC 2022</b>					<b>0.00</b>	<b>215.63</b>	<b>215.63</b>
01/31/2023	Interest	91282CBH3	60,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	112.50	112.50
<b>JAN 2023</b>					<b>0.00</b>	<b>112.50</b>	<b>112.50</b>
03/31/2023	Maturity	9128284D9	110,000.00	US Treasury Note 2.5% Due 3/31/2023	110,000.00	1,375.00	111,375.00
<b>MAR 2023</b>					<b>110,000.00</b>	<b>1,375.00</b>	<b>111,375.00</b>
05/15/2023	Interest	912828WJ5	110,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	1,375.00	1,375.00





## Brea CFD 2008 2 17 Reserve Fund

## Cash Flow Report

Account #10600

As of May 31, 2022

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/15/2023	Interest	912828G38	40,000.00	US Treasury Note 2.25% Due 11/15/2024	0.00	450.00	450.00
05/15/2023	Interest	912828R36	55,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	446.88	446.88
<b>MAY 2023</b>					<b>0.00</b>	<b>2,271.88</b>	<b>2,271.88</b>
<b>TOTAL</b>					<b>285,000.00</b>	<b>8,981.27</b>	<b>293,981.27</b>



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

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

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

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

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

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

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

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



Benchmark Index	Disclosure
ICE BofA 3-5 Yr US Treasury & Agency Index	The ICE BofA 3-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least three years remaining term to final maturity and less than five years remaining term to final maturity, at least three years to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Outgoing Payment Log and June 24 and July 1 & 8, 2022 City Disbursement Registers

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**RECOMMENDATION**

Receive and file.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Kristin Griffith, Administrative Services Director

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**Attachments**

Outgoing Payment Log

06-24-2022 City Disbursement Register

07-01-2022 City Disbursement Register

07-08-2022 City Disbursement Register

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**City of Brea**  
**Outgoing Payment Log**  
**June 2022**

Effective Date	Vendor	Description	Amount
<b><u>General Account Electronic payments</u></b>			
6/2/2022	CA Dept of Tax	Sales tax	698.45
6/2/2022	Elavon	Golf credit card processing fees	10,208.35
6/3/2022	ADP	ILJAO Payroll service fee	133.45
6/3/2022	Brea Payroll	Employee deductions	90,777.08
6/3/2022	Brea Payroll	Brea staff payroll	850,724.82
6/3/2022	EDD	Payroll State taxes	55,045.05
6/3/2022	CA SDU	Child support payments	764.70
6/3/2022	IRS	Payroll Federal taxes	174,353.83
6/3/2022	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees	3,303.46
6/3/2022	Paypal	Paypal processing fees	112.75
6/6/2022	CALPERS	Medical payment	379,631.33
6/6/2022	CALPERS	Member retirement	216,683.25
6/9/2022	AP Neon One	Theatre processing fees	118.00
6/17/2022	Paymentus	Monthly service fee	6,276.65
6/17/2022	Brea Payroll	Employee deductions	122,563.41
6/17/2022	Brea Payroll	Brea staff payroll	895,873.92
6/17/2022	EDD	Payroll State taxes	55,290.35
6/17/2022	CA SDU	Child support payments	793.23
6/17/2022	IRS	Payroll Federal taxes	176,142.95
6/17/2022	CALPERS	Member retirement	212,245.65
6/22/2022	Telecheck	Telecheck processing fees	146.13
6/24/2022	CALPERS	Member retirement	1,863.36
6/24/2022	Citizens Business Bank	Monthly banking service fee	2,011.50
6/29/2022	ILJAO Payroll	ILJAO staff salary & payroll taxes	13,119.23
			<hr/> 3,268,880.90
<b><u>Imprest Accounts</u></b>			
	Various	Workers Compensation Claims	131,420.35
	Various	General Liability Claims	36,631.05
		Subtotal	<hr/> 168,051.40
			<hr/> \$ 3,436,932.30

# City Disbursement Register

Between Jun 20, 2022 12:00 AM and Jun 24, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
190452	A N N CONTRACTORS	06/24/2022	27437	290323215	HSG REH 470DEVONSHIRE	\$5,995.00
A N N CONTRACTORS					Total Check Amount:	\$5,995.00
190453	AEP SERVICES	06/24/2022	30268	110212131	K9 TRNG (MIRK) MAY22	\$200.00
AEP SERVICES					Total Check Amount:	\$200.00
190454	AGA ENGINEERS, INC	06/24/2022	30567	510707709	BIRCH ST TSSP APR22	\$2,920.00
AGA ENGINEERS, INC					Total Check Amount:	\$2,920.00
190455	AT&T	06/24/2022	22050	475141471	2985790706 6-11-22	\$1,799.82
		06/24/2022	22050	475141471	3704440704 6-11-22	\$1,287.10
AT&T					Total Check Amount:	\$3,086.92
190456	AT&T CALNET	06/24/2022	20391	475141471	CALNET #4993 NOV 2021	\$3,933.53
		06/24/2022	20391	475141471	CALNET #4993 OCT21BAL	\$100.03
AT&T CALNET					Total Check Amount:	\$4,033.56
190457	AT&T CALNET	06/24/2022	20391	475141471	CALNET JUNE 2022	\$121.61
		06/24/2022	20391	361515142	CALNET JUNE 2022	\$110.21
AT&T CALNET					Total Check Amount:	\$231.82
190458	AT&T LONG DISTANCE	06/24/2022	1737	475141471	807752441 6/4/22	\$38.72
AT&T LONG DISTANCE					Total Check Amount:	\$38.72
190459	BANDERA ESTATES PARTNERSHIP	06/24/2022	29390	270323218	SENIOR SUBSIDY JUL22	\$254.00
BANDERA ESTATES PARTNERSHIP					Total Check Amount:	\$254.00
190460	BREANNA BELTRAN	06/24/2022	31773	420000000	CLOSED WATER ACCOUNT	\$43.58
BREANNA BELTRAN					Total Check Amount:	\$43.58
190461	CARNEY MEHR	06/24/2022	28329	950000000	ILJAOC LGL SVCS MAY22	\$852.50
CARNEY MEHR					Total Check Amount:	\$852.50
190462	CHARTER COMMUNICATIONS	06/24/2022	31694	110111143	CABLE CHGS JUNE 2022	\$29.63
		06/24/2022	31694	110141481	CABLE CHGS JUNE 2022	\$19.59
		06/24/2022	31694	110404521	CABLE CHGS JUNE 2022	\$33.81
		06/24/2022	31694	420515131	CABLE CHGS JUNE 2022	\$267.09
		06/24/2022	31694	490515151	CABLE CHGS JUNE 2022	\$19.59
		06/24/2022	31694	110212111	CABLE CHGS JUNE 2022	\$373.34
		06/24/2022	31694	110404211	CABLE CHGS JUNE 2022	\$133.14
		06/24/2022	31694	110111161	CABLE CHGS JUNE 2022	\$19.59
		06/24/2022	31694	110323212	CABLE CHGS JUNE 2022	\$78.80
		06/24/2022	31694	110111151	CABLE CHGS JUNE 2022	\$59.21
		06/24/2022	31694	110222211	CABLE CHGS JUNE 2022	\$78.35
		06/24/2022	31694	110404311	CABLE CHGS JUNE 2022	\$19.59
CHARTER COMMUNICATIONS					Total Check Amount:	\$1,131.73
190463	FEI CHEN	06/24/2022	31771	420000000	CLOSED WATER ACCOUNT	\$214.71
FEI CHEN					Total Check Amount:	\$214.71

# City Disbursement Register

Between Jun 20, 2022 12:00 AM and Jun 24, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
190464	SALLY CHU	06/24/2022	31781	420000000	CLOSED WATER ACCOUNT	\$31.01
SALLY CHU					Total Check Amount:	\$31.01
190465	COMMERCIAL AQUATIC SERVICES, INC.	06/24/2022	25513	490515151	PLUNGE SERVICE	\$1,340.00
COMMERCIAL AQUATIC SERVICES, INC.					Total Check Amount:	\$1,340.00
190466	THE COUNSELING TEAM INTERNATIONAL	06/24/2022	13933	110222221	EMPL SUPP SVCS MAY22	\$220.00
THE COUNSELING TEAM INTERNATIONAL					Total Check Amount:	\$220.00
190467	LAUREN DEA	06/24/2022	31780	420000000	CLOSED WATER ACCOUNT	\$125.74
LAUREN DEA					Total Check Amount:	\$125.74
190468	DEPARTMENT OF JUSTICE	06/24/2022	13406	110141481	FINGERPRNT APPS MAY22	\$847.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$847.00
190469	DEPARTMENT OF TRANSPORTATION	06/24/2022	13722	510707251	57/LMBRT 12-768 JUL21	\$77,180.79
DEPARTMENT OF TRANSPORTATION					Total Check Amount:	\$77,180.79
190470	DEPARTMENT OF TRANSPORTATION	06/24/2022	13722	110515121	SGNL/LGHTNG JAN-MAR22	\$11,291.19
DEPARTMENT OF TRANSPORTATION					Total Check Amount:	\$11,291.19
190471	DFS FLOORING	06/24/2022	16712	490515151	CARPET CLEANING - A+B	\$945.00
		06/24/2022	16712	490515151	CARPET CLEANING-YARD	\$700.00
DFS FLOORING					Total Check Amount:	\$1,645.00
190472	DMV RENEWAL	06/24/2022	3545	480515161	22/23 RENEWAL 8ETY578	\$421.00
DMV RENEWAL					Total Check Amount:	\$421.00
190473	SOUTHERN CALIFORNIA EDISON	06/24/2022	3343	110515121	ELECTRICITY	\$5,484.18
		06/24/2022	3343	490515151	ELECTRICITY	\$10,701.26
		06/24/2022	3343	110515148	ELECTRICITY	\$50.76
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$16,236.20
190474	FRONTIER COMMUNICATIONS	06/24/2022	26183	420515131	5621821023 6/7-7/6	\$63.28
FRONTIER COMMUNICATIONS					Total Check Amount:	\$63.28
190475	NANCY GALENTINE	06/24/2022	20553	110	RENTAL DEPOSIT REFUND	\$333.50
NANCY GALENTINE					Total Check Amount:	\$333.50
190476	THE GAS COMPANY	06/24/2022	3749	420515131	GAS UTILITY	\$15.78
		06/24/2022	3749	490515151	GAS UTILITY	\$2,882.51
THE GAS COMPANY					Total Check Amount:	\$2,898.29
190477	GATEWAY MEDICAL CENTER	06/24/2022	30789	110141481	HR MED SVCS MAY22	\$435.00
GATEWAY MEDICAL CENTER					Total Check Amount:	\$435.00
190478	GMS ELEVATOR SERVICES, INC.	06/24/2022	29109	110515125	MO.SVC:11 ELEV MAY22	\$1,110.00
		06/24/2022	29109	490515151	MO.SVC:11 ELEV MAY22	\$1,345.00
GMS ELEVATOR SERVICES, INC.					Total Check Amount:	\$2,455.00
190479	CYNTHIA HAEBE	06/24/2022	31769	110212133	DASHBOARD:DISPATCH	\$375.00
CYNTHIA HAEBE					Total Check Amount:	\$375.00

# City Disbursement Register

Between Jun 20, 2022 12:00 AM and Jun 24, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
190480	HARRINGTON GEOTECHNICAL ENG.INC.	06/24/2022	15251	510707952	GEOTECH INSP/TESTING	\$540.00
HARRINGTON GEOTECHNICAL ENG.INC.					Total Check Amount:	\$540.00
190481	HERITAGE PLAZA	06/24/2022	29392	270323218	SENIOR SUBSIDY JUL22	\$254.00
HERITAGE PLAZA					Total Check Amount:	\$254.00
190482	ROSALINDA HERNANDEZ	06/24/2022	31776	420000000	CLOSED WATER ACCOUNT	\$62.16
ROSALINDA HERNANDEZ					Total Check Amount:	\$62.16
190483	TIM HOGAN	06/24/2022	21553	420515131	2022 WTR QUALITY RPT	\$7,342.38
TIM HOGAN					Total Check Amount:	\$7,342.38
190484	HOLLYDALE MOBILE ESTATES	06/24/2022	29393	270323218	SENIOR SUBSIDY JUL22	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
190485	LORI KARCHER	06/24/2022	31778	420000000	CLOSED WATER ACCOUNT	\$202.18
LORI KARCHER					Total Check Amount:	\$202.18
190486	JINYOUNG KIM	06/24/2022	31772	420000000	CLOSED WATER ACCOUNT	\$73.71
JINYOUNG KIM					Total Check Amount:	\$73.71
190487	KOA CORPORATION	06/24/2022	19402	510707454	CONST MGMT/INSP MAY22	\$11,805.68
		06/24/2022	19402	510707466	CONST MGMT/INSP MAY22	\$8,777.59
		06/24/2022	19402	510707626	CONST MGMT/INSP MAY22	\$5,134.23
KOA CORPORATION					Total Check Amount:	\$25,717.50
190488	LAKE PARK BREA LP	06/24/2022	5289	270323218	SENIOR SUBSIDY JUL22	\$1,270.00
LAKE PARK BREA LP					Total Check Amount:	\$1,270.00
190489	LCG2SS BREA STORAGE LLC	06/24/2022	31784	110000000	REFUND:OCSD FEES	\$1,682.22
		06/24/2022	31784	110	REFUND:OCSD FEES	\$31,962.16
LCG2SS BREA STORAGE LLC					Total Check Amount:	\$33,644.38
190490	LU'S LIGHTHOUSE, INC.	06/24/2022	28330	480515161	BEACON LIGHT	\$116.40
LU'S LIGHTHOUSE, INC.					Total Check Amount:	\$116.40
190491	NAVY FEDERAL CREDIT UNION	06/24/2022	30843	840000000	DEVELOPER FEE REFUND	\$1,770.50
NAVY FEDERAL CREDIT UNION					Total Check Amount:	\$1,770.50
190492	OCLEEEA	06/24/2022	16995	110212141	EXPLORER ACAD SUMMR22	\$875.00
OCLEEEA					Total Check Amount:	\$875.00
190493	ORANGE VILLA SENIOR APARTMENTS	06/24/2022	29394	270323218	SENIOR SUBSIDY JUL22	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
190494	PAVE SCHOOL OF THE ARTS	06/24/2022	27854	110	BCC CREDIT BALANCE	\$82.50
PAVE SCHOOL OF THE ARTS					Total Check Amount:	\$82.50
190495	PEOPLE SPACE	06/24/2022	28721	510707955	RETENTION	\$2,252.12
PEOPLE SPACE					Total Check Amount:	\$2,252.12
190496	PRINGLES DRAPERIES & BLINDS	06/24/2022	9082	490515151	FS2 SHADE INSTALL/RPR	\$346.43
PRINGLES DRAPERIES & BLINDS					Total Check Amount:	\$346.43



# City Disbursement Register

Between Jun 20, 2022 12:00 AM and Jun 24, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
190497	PUENTE HILLS FORD	06/24/2022	25742	480515161	SEAT BUCKLE	\$109.34
		06/24/2022	25742	480515161	HORN PAD	\$232.69
		06/24/2022	25742	480515161	TANK+CAP	\$123.69
<b>PUENTE HILLS FORD</b>					<b>Total Check Amount:</b>	<b>\$465.72</b>
190498	RITTIKA ROY	06/24/2022	31779	420000000	CLOSED WATER ACCOUNT	\$67.88
<b>RITTIKA ROY</b>					<b>Total Check Amount:</b>	<b>\$67.88</b>
190499	JOSEPH AND/OR MARY SAIKALI	06/24/2022	31775	420000000	CLOSED WATER ACCOUNT	\$23.57
<b>JOSEPH AND/OR MARY SAIKALI</b>					<b>Total Check Amount:</b>	<b>\$23.57</b>
190500	VICTOR SANCHEZ	06/24/2022	31777	420000000	CLOSED WATER ACCOUNT	\$70.70
<b>VICTOR SANCHEZ</b>					<b>Total Check Amount:</b>	<b>\$70.70</b>
190501	CRYSTAL SHIN	06/24/2022	31774	420000000	CLOSED WATER ACCOUNT	\$237.12
<b>CRYSTAL SHIN</b>					<b>Total Check Amount:</b>	<b>\$237.12</b>
190502	SPARKLETTS	06/24/2022	3001	110141441	WTRDISP+BOTTLES MAY22	\$742.79
		06/24/2022	3001	110141481	HR WTR BOTTLES MAY22	\$25.95
<b>SPARKLETTS</b>					<b>Total Check Amount:</b>	<b>\$768.74</b>
190503	UC REGENTS	06/24/2022	30461	110212121	SART EXAM 6/9/22	\$850.00
<b>UC REGENTS</b>					<b>Total Check Amount:</b>	<b>\$850.00</b>
190504	UNIFIRST CORPORATION	06/24/2022	27988	110212131	PD LAUNDRY SVCS 6/6	\$27.88
		06/24/2022	27988	110212131	PD LAUNDRY SVCS 5/23	\$27.88
<b>UNIFIRST CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$55.76</b>
190505	CF UNITED LLC	06/24/2022	30700	480515161	CARWASHES (105)	\$588.00
<b>CF UNITED LLC</b>					<b>Total Check Amount:</b>	<b>\$588.00</b>
190506	VERIZON CONNECT NWF, INC.	06/24/2022	25293	480515161	PW GPS SVC APR22 BAL	\$629.47
<b>VERIZON CONNECT NWF, INC.</b>					<b>Total Check Amount:</b>	<b>\$629.47</b>
190507	VERIZON CONNECT NWF, INC.	06/24/2022	25293	480515161	PW GPS SVC MAY 2022	\$820.15
<b>VERIZON CONNECT NWF, INC.</b>					<b>Total Check Amount:</b>	<b>\$820.15</b>
190508	VERIZON WIRELESS	06/24/2022	21122	110212121	9907961910 5/4-6/3	\$50.89
<b>VERIZON WIRELESS</b>					<b>Total Check Amount:</b>	<b>\$50.89</b>
190509	KELLY WALKER	06/24/2022	19627	110000000	S/U:2022 COUNTRY FAIR	\$500.00
<b>KELLY WALKER</b>					<b>Total Check Amount:</b>	<b>\$500.00</b>
190510	DR. ROBERT L. WILKINSON	06/24/2022	19024	110141481	DOT PHYSICALS MAY22	\$70.00
<b>DR. ROBERT L. WILKINSON</b>					<b>Total Check Amount:</b>	<b>\$70.00</b>
<b>Check Subtotal</b>						<b>\$215,155.80</b>
V48392	ADMINISTRATIVE & PROF	06/24/2022	3344	110	4010 APEA MEMB 061722	\$540.00
<b>ADMINISTRATIVE &amp; PROF</b>					<b>Total Check Amount:</b>	<b>\$540.00</b>
V48393	THE ADVANTAGE GROUP	06/24/2022	24539	110	808C FSA URMED 061722	\$6,167.88
		06/24/2022	24539	110	808B FSADEPCAR 061722	\$1,503.38
		06/24/2022	24539	110141481	FLEX ADM/PROC MAY22	\$441.50

# City Disbursement Register

Between Jun 20, 2022 12:00 AM and Jun 24, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>THE ADVANTAGE GROUP</b>						<b>Total Check Amount: \$8,112.76</b>
V48394	RONALD ALBEIRO ARISTONDO	06/24/2022	28436	110141481	TEST 3-21-2022	\$30.00
<b>RONALD ALBEIRO ARISTONDO</b>						<b>Total Check Amount: \$30.00</b>
V48395	BEST LAWN MOWER SERVICE	06/24/2022	16230	480515161	INNER TUBE	\$36.79
		06/24/2022	16230	480515161	SMALL EQUIPMENT REPL	\$2,667.22
		06/24/2022	16230	480515161	FUEL CAP/GROMMET/ VALVE	\$51.93
<b>BEST LAWN MOWER SERVICE</b>						<b>Total Check Amount: \$2,755.94</b>
V48396	BPSEA MEMORIAL FOUNDATION	06/24/2022	14990	110	4050 MEMORIAL 061722	\$150.50
<b>BPSEA MEMORIAL FOUNDATION</b>						<b>Total Check Amount: \$150.50</b>
V48397	BREA CITY EMPLOYEES ASSOCIATION	06/24/2022	3236	110	4005 BCEA MEMB 061722	\$576.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>						<b>Total Check Amount: \$576.00</b>
V48398	BREA DISPOSAL, INC	06/24/2022	3330	440515122	MAY 2022 RES TONNAGE	\$59,638.37
<b>BREA DISPOSAL, INC</b>						<b>Total Check Amount: \$59,638.37</b>
V48399	BREA FIREFIGHTERS ASSOCIATION	06/24/2022	3237	110	4016 ASSOC MEMB 061722	\$2,894.75
<b>BREA FIREFIGHTERS ASSOCIATION</b>						<b>Total Check Amount: \$2,894.75</b>
V48400	BREA POLICE ASSOCIATION	06/24/2022	3769	110	4030 BPA REG 061722	\$3,400.00
<b>BREA POLICE ASSOCIATION</b>						<b>Total Check Amount: \$3,400.00</b>
V48401	BREA POLICE ATHLETIC LEAGUE	06/24/2022	1068	110	5010 B.P.A.L. 061722	\$132.50
<b>BREA POLICE ATHLETIC LEAGUE</b>						<b>Total Check Amount: \$132.50</b>
V48402	BREA POLICE MANAGEMENT ASSOCIATION	06/24/2022	21189	110	4020 PMA MEMB 061722	\$195.00
		06/24/2022	21189	110	4019 LDF MEMB 061722	\$9.50
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>						<b>Total Check Amount: \$204.50</b>
V48403	BUTLER CHEMICALS, INC.	06/24/2022	6515	490515151	SR CTR D/W SVC MAY22	\$188.56
<b>BUTLER CHEMICALS, INC.</b>						<b>Total Check Amount: \$188.56</b>
V48404	CANON FINANCIAL SERVICES, INC.	06/24/2022	20648	110141441	FS#1-4 CPR LSE JUN22	\$101.28
		06/24/2022	20648	110141441	PRINT CHARGES:MAY22	\$48.88
<b>CANON FINANCIAL SERVICES, INC.</b>						<b>Total Check Amount: \$150.16</b>
V48405	MIRSA CHAVEZ GRIEGO	06/24/2022	31295	110212111	TRAINING MILEAGE	\$10.53
		06/24/2022	31295	110212111	TRAINING MILEAGE	\$31.36
<b>MIRSA CHAVEZ GRIEGO</b>						<b>Total Check Amount: \$41.89</b>
V48406	COMLOCK SECURITY-GROUP	06/24/2022	13625	490515151	KEYS	\$29.63
		06/24/2022	13625	490515151	LOCKS+KEYS	\$101.29
<b>COMLOCK SECURITY-GROUP</b>						<b>Total Check Amount: \$130.92</b>
V48407	CORELOGIC	06/24/2022	25542	280323215	REAL EST LISTNG MAY22	\$185.00
<b>CORELOGIC</b>						<b>Total Check Amount: \$185.00</b>
V48408	DEEPNET SECURITY LTD	06/24/2022	30002	110	PROX+DSFRE COMBO CRDS	(\$115.48)
		06/24/2022	30002	110141481	PROX+DSFRE COMBO CRDS	\$1,684.48

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<b>DEEPNET SECURITY LTD</b>					<b>Total Check Amount:</b>	<b>\$1,569.00</b>
V48409	DENNIS GRUBB & ASSOCIATES, LLC.	06/24/2022	25568	110000000	PLAN CHECK SVCS MAY22	(\$27.00)
		06/24/2022	25568	84022223P	PLAN CHECK SVCS MAY22	\$357.00
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC.</b>					<b>Total Check Amount:</b>	<b>\$330.00</b>
V48410	DOOLEY ENTERPRISES INC	06/24/2022	5421	110212131	PATROL AMMO	\$25,970.99
<b>DOOLEY ENTERPRISES INC</b>					<b>Total Check Amount:</b>	<b>\$25,970.99</b>
V48411	ENTENMANN ROVIN COMPANY	06/24/2022	3457	110212111	BADGES	\$316.77
		06/24/2022	3457	110222211	UNIF ACCESSORIES -CHF	\$463.74
<b>ENTENMANN ROVIN COMPANY</b>					<b>Total Check Amount:</b>	<b>\$780.51</b>
V48412	EQUIPMENT DIRECT INC	06/24/2022	4522	420515131	SAFETY VESTS	\$65.24
<b>EQUIPMENT DIRECT INC</b>					<b>Total Check Amount:</b>	<b>\$65.24</b>
V48413	GAIL EVERTSEN	06/24/2022	10141	110212111	MILEAGE JUNE 2022	\$24.69
<b>GAIL EVERTSEN</b>					<b>Total Check Amount:</b>	<b>\$24.69</b>
V48414	FIX AUTO LA HABRA	06/24/2022	28720	480515161	ACCIDENT REPAIR #2203	\$3,161.11
<b>FIX AUTO LA HABRA</b>					<b>Total Check Amount:</b>	<b>\$3,161.11</b>
V48415	DON GOLDEN	06/24/2022	10729	110000000	INSP SVCS 6/2-6/15	(\$4,930.25)
		06/24/2022	10729	84032324I	INSP SVCS 6/2-6/15	\$13,949.00
<b>DON GOLDEN</b>					<b>Total Check Amount:</b>	<b>\$9,018.75</b>
V48416	RAY GONZALEZ	06/24/2022	31019	110404424	UMPIRE FEES 6/13/22	\$102.00
<b>RAY GONZALEZ</b>					<b>Total Check Amount:</b>	<b>\$102.00</b>
V48417	HAAKER EQUIPMENT CO.	06/24/2022	4297	480515161	VACTOR PUMP REPAIR	\$8,290.56
<b>HAAKER EQUIPMENT CO.</b>					<b>Total Check Amount:</b>	<b>\$8,290.56</b>
V48418	CHRISTOPHER H. HADDAD	06/24/2022	15668	110212111	TRAINING EXPENSES	\$16.00
<b>CHRISTOPHER H. HADDAD</b>					<b>Total Check Amount:</b>	<b>\$16.00</b>
V48419	GABRIEL HANNAH	06/24/2022	17533	110404424	UMPIRE FEES 6/13/22	\$102.00
<b>GABRIEL HANNAH</b>					<b>Total Check Amount:</b>	<b>\$102.00</b>
V48420	INTERWEST CONSULTING GROUP, INC.	06/24/2022	28473	110515171	INSP SVCS FEB 2022	\$3,675.00
		06/24/2022	28473	510707454	CONST MGMT FEB 2022	\$5,393.87
		06/24/2022	28473	510707466	CONST MGMT FEB 2022	\$4,010.37
		06/24/2022	28473	510707717	CIP MGMT SVCS APR22	\$918.50
		06/24/2022	28473	110000000	INSP SVCS FEB 2022	(\$1,624.00)
		06/24/2022	28473	510707328	MGMT-DT PARKLET APR22	\$720.00
		06/24/2022	28473	510707626	CONST MGMT FEB 2022	\$2,345.76
		06/24/2022	28473	840515171	INSP SVCS FEB 2022	\$7,504.00
<b>INTERWEST CONSULTING GROUP, INC.</b>					<b>Total Check Amount:</b>	<b>\$22,943.50</b>
V48421	JMDIAZ, INC.	06/24/2022	27113	110000000	PLAN CHECK SVCS DEC21	(\$1,579.50)
		06/24/2022	27113	110515171	PLAN CHECK SVCS FEB22	\$1,725.00
		06/24/2022	27113	110515171	PLAN CHECK SVCS MAR22	\$920.00

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V48421	JMDIAZ, INC.	06/24/2022	27113	110000000	PLAN CHECK SVCS APR22	(\$1,424.50)
		06/24/2022	27113	110000000	PLAN CHECK SVCS FEB22	(\$1,782.00)
		06/24/2022	27113	84051517P	PLAN CHECK SVCS JAN22	\$2,979.75
		06/24/2022	27113	84051517P	PLAN CHECK SVCS MAR22	\$16,234.50
		06/24/2022	27113	110515171	PLAN CHECK SVCS APR22	\$2,415.00
		06/24/2022	27113	110515171	PLAN CHECK SVCS JAN22	\$891.25
		06/24/2022	27113	84051517P	PLAN CHECK SVCS DEC21	\$8,014.50
		06/24/2022	27113	110000000	PLAN CHECK SVCS JAN22	(\$478.50)
		06/24/2022	27113	110000000	PLAN CHECK SVCS MAR22	(\$2,607.00)
		06/24/2022	27113	110515171	PLAN CHECK SVCS DEC21	\$1,375.00
		06/24/2022	27113	510707952	PLAN CHECK SVCS JAN22	\$57.50
		06/24/2022	27113	84051517P	PLAN CHECK SVCS APR22	\$8,870.75
		06/24/2022	27113	84051517P	PLAN CHECK SVCS FEB22	\$11,097.00
<b>JMDIAZ, INC.</b>					<b>Total Check Amount:</b>	<b>\$46,708.75</b>
V48422	KIMLEY-HORN AND ASSOCIATES, INC.	06/24/2022	26302	510707306	57/IMP TFCSTUDY APR22	\$11,835.37
<b>KIMLEY-HORN AND ASSOCIATES, INC.</b>					<b>Total Check Amount:</b>	<b>\$11,835.37</b>
V48423	KREUZER CONSULTING GROUP	06/24/2022	22072	510707326	WALNUT WAY REH DSGN	\$5,989.00
<b>KREUZER CONSULTING GROUP</b>					<b>Total Check Amount:</b>	<b>\$5,989.00</b>
V48424	KWIK KLEEN	06/24/2022	23771	480515161	PARTS WASHER SERVICE	\$165.00
<b>KWIK KLEEN</b>					<b>Total Check Amount:</b>	<b>\$165.00</b>
V48425	LIFE-ASSIST, INC.	06/24/2022	10530	174222222	PM SUPPLIES FS #2	\$154.84
<b>LIFE-ASSIST, INC.</b>					<b>Total Check Amount:</b>	<b>\$154.84</b>
V48426	LINEGEAR	06/24/2022	23894	174222222	FD UNIFORM	\$454.71
<b>LINEGEAR</b>					<b>Total Check Amount:</b>	<b>\$454.71</b>
V48427	JASON LOGAN	06/24/2022	19659	110404424	REF FEES 6/9, 6/12-14	\$1,320.00
<b>JASON LOGAN</b>					<b>Total Check Amount:</b>	<b>\$1,320.00</b>
V48428	METRO CITIES FIRE AUTHORITY	06/24/2022	23145	110222223	FIRE MOBILE LIC/MNT	\$2,834.00
<b>METRO CITIES FIRE AUTHORITY</b>					<b>Total Check Amount:</b>	<b>\$2,834.00</b>
V48429	ZULEYMA SARMIENTO MURPHY	06/24/2022	31281	110212111	WOMEN'S UNDRCLR TECH	\$40.00
<b>ZULEYMA SARMIENTO MURPHY</b>					<b>Total Check Amount:</b>	<b>\$40.00</b>
V48430	THOMSON REUTERS - WEST	06/24/2022	22020	110212121	OPEN SRCE INTEL MAY22	\$487.22
<b>THOMSON REUTERS - WEST</b>					<b>Total Check Amount:</b>	<b>\$487.22</b>
V48431	LAMARR LATAZE TINNIN	06/24/2022	19215	110212111	TRAINING MILEAGE	\$77.81
<b>LAMARR LATAZE TINNIN</b>					<b>Total Check Amount:</b>	<b>\$77.81</b>
V48432	TOWNSEND PUBLIC AFFAIRS, INC.	06/24/2022	18881	410111145	ADVOC CONSULTNG JUN22	\$1,250.00
		06/24/2022	18881	420111145	ADVOC CONSULTNG JUN22	\$1,250.00
		06/24/2022	18881	110111145	ADVOC CONSULTNG JUN22	\$1,250.00
		06/24/2022	18881	430111145	ADVOC CONSULTNG JUN22	\$1,250.00

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<b>TOWNSEND PUBLIC AFFAIRS, INC.</b>					<b>Total Check Amount:</b>	<b>\$5,000.00</b>
V48433	TROPICAL PLAZA NURSERY, INC	06/24/2022	2062	360515145	WC PARK LNDSCPE CLNUP	\$7,336.00
<b>TROPICAL PLAZA NURSERY, INC</b>					<b>Total Check Amount:</b>	<b>\$7,336.00</b>
V48434	TURBO DATA SYSTEMS, INC.	06/24/2022	1472	110212122	CITE HH TPM LSE MAY22	\$312.48
<b>TURBO DATA SYSTEMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$312.48</b>
V48435	UNITED ROTARY BRUSH CORPORATION	06/24/2022	16649	480515161	SWEEPER BROOM	\$177.96
<b>UNITED ROTARY BRUSH CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$177.96</b>
V48436	VINTAGE CREEK SENIOR APARTMENTS LP	06/24/2022	29395	270323218	SENIOR SUBSIDY JUL22	\$762.00
<b>VINTAGE CREEK SENIOR APARTMENTS LP</b>					<b>Total Check Amount:</b>	<b>\$762.00</b>
V48437	WILLDAN ENGINEERING	06/24/2022	12445	510707460	INSP SVCS THRU 10/29	\$1,798.00
<b>WILLDAN ENGINEERING</b>					<b>Total Check Amount:</b>	<b>\$1,798.00</b>
<b>Voucher Subtotal</b>						<b>\$236,959.34</b>
W22024	THE BANK OF NEW YORK MELLON	06/21/2022	16062	420	2020 WATER BOND PAYMENT	\$440,238.44
<b>THE BANK OF NEW YORK MELLON</b>					<b>Total Check Amount:</b>	<b>\$440,238.44</b>
W22025	THE BANK OF NEW YORK MELLON	06/21/2022	16062	420	2019 WATER BOND PAYMENT	\$1,304,048.19
<b>THE BANK OF NEW YORK MELLON</b>					<b>Total Check Amount:</b>	<b>\$1,304,048.19</b>
W22026	THE BANK OF NEW YORK MELLON	06/21/2022	16062	420	2014 WATER BOND PAYMENT	\$434,724.87
<b>THE BANK OF NEW YORK MELLON</b>					<b>Total Check Amount:</b>	<b>\$434,724.87</b>
<b>Wire Subtotal</b>						<b>\$2,179,011.50</b>
<b>TOTAL</b>						<b>\$2,631,126.64</b>

# City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
190511	ACCO ENGINEERED SYSTEMS, INC.	06/30/2022	30994	490515151	HVAC RPR CCCFL3 FEB22	\$3,658.00
		06/30/2022	30994	490515151	HVAC RPR CCCFL3 JAN22	\$3,744.00
		06/30/2022	30994	490515151	HVAC RPR CCCFL3 MAR22	\$3,531.00
<b>ACCO ENGINEERED SYSTEMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$10,933.00</b>
190512	KENDRA BINNEY	06/30/2022	31790	110	CH1 ARTWORK SALES	\$262.50
<b>KENDRA BINNEY</b>					<b>Total Check Amount:</b>	<b>\$262.50</b>
190513	BREA LIONS SCOUT CENTER FOUNDATION	06/30/2022	14911	110404421	7/4/22 COUNTRYFAIR RR	\$275.00
<b>BREA LIONS SCOUT CENTER FOUNDATION</b>					<b>Total Check Amount:</b>	<b>\$275.00</b>
190514	CATHY BRUNELLI	06/30/2022	31792	110	BCC CREDIT BAL REFUND	\$151.50
<b>CATHY BRUNELLI</b>					<b>Total Check Amount:</b>	<b>\$151.50</b>
190515	CALIF BUILDING STANDARDS COMMISSION	06/30/2022	20578	110	GRNBLDG FEES 21/22 Q3	\$1,373.00
		06/30/2022	20578	110000000	10%AGNCY GBF 21/22 Q3	(\$137.30)
<b>CALIF BUILDING STANDARDS COMMISSION</b>					<b>Total Check Amount:</b>	<b>\$1,235.70</b>
190516	PETER CHOU	06/30/2022	31806	110	BCC CREDIT BAL REFUND	\$90.00
<b>PETER CHOU</b>					<b>Total Check Amount:</b>	<b>\$90.00</b>
190517	KAREN CODEKAS	06/30/2022	28393	110	BCC CREDIT BAL REFUND	\$30.75
<b>KAREN CODEKAS</b>					<b>Total Check Amount:</b>	<b>\$30.75</b>
190518	COUNTY OF ORANGE	06/30/2022	4799	110212122	PRKNG CITATIONS MAY22	\$3,256.50
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$3,256.50</b>
190519	COUNTY OF ORANGE	06/30/2022	4799	110212131	PREBKNG/PR PROP FORMS	\$138.09
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$138.09</b>
190520	CREATIVE BRAIN LEARNING	06/30/2022	31799	110404145	COMP ANIMATION/GAMES	\$435.00
<b>CREATIVE BRAIN LEARNING</b>					<b>Total Check Amount:</b>	<b>\$435.00</b>
190521	D.S. CUSTOM LINENS, INC	06/30/2022	31417	110141441	LINEN CLEANING	\$330.29
		06/30/2022	31417	110141441	GAS SURCHARGE	\$24.00
<b>D.S. CUSTOM LINENS, INC</b>					<b>Total Check Amount:</b>	<b>\$354.29</b>
190522	DELTA T HVAC, INC.	06/30/2022	28265	490	BCC HVAC REPAIRS	(\$12.79)
		06/30/2022	28265	490515151	BCC HVAC REPAIRS	\$397.79
<b>DELTA T HVAC, INC.</b>					<b>Total Check Amount:</b>	<b>\$385.00</b>
190523	DEPARTMENT OF CONSERVATION	06/30/2022	2278	110000000	5% 21/22 Q3 SM FEES	(\$367.20)
		06/30/2022	2278	110	21/22 Q3 STRONGMOTION	\$7,344.00
<b>DEPARTMENT OF CONSERVATION</b>					<b>Total Check Amount:</b>	<b>\$6,976.80</b>
190524	DMS CONSULTANTS CIVIL ENGINEERS INC	06/30/2022	28706	510707964	LNDFILL ACCESSRD DSGN	\$3,500.00
<b>DMS CONSULTANTS CIVIL ENGINEERS INC</b>					<b>Total Check Amount:</b>	<b>\$3,500.00</b>
190525	SOUTHERN CALIFORNIA EDISON	06/30/2022	3343	110515141	ELECTRICITY	\$2,731.60
		06/30/2022	3343	110515148	ELECTRICITY	\$66.76
		06/30/2022	3343	360515145	ELECTRICITY	\$800.58

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190525	SOUTHERN CALIFORNIA EDISON	06/30/2022	3343	110515143	ELECTRICITY	\$834.60
		06/30/2022	3343	110515121	ELECTRICITY	\$1,705.46
		06/30/2022	3343	110515144	ELECTRICITY	\$2,079.69
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$8,218.69</b>
190526	ENCHANTED CHARACTERS	06/30/2022	28626	110404421	7/4/22 CF CHARACTERS	\$2,200.00
		06/30/2022	28626	110404421	6/24MOVIES-CHARACTERS	\$430.00
<b>ENCHANTED CHARACTERS</b>					<b>Total Check Amount:</b>	<b>\$2,630.00</b>
190527	LORRAINE FUKUWA	06/30/2022	30442	110	BCC CREDIT BAL REFUND	\$121.00
<b>LORRAINE FUKUWA</b>					<b>Total Check Amount:</b>	<b>\$121.00</b>
190528	BRETT ALEXANDER GANO	06/30/2022	31787	110404541	MICA22 NEWCOMER AWARD	\$150.00
<b>BRETT ALEXANDER GANO</b>					<b>Total Check Amount:</b>	<b>\$150.00</b>
190529	THE GAS COMPANY	06/30/2022	3749	490515151	GAS	\$1,960.79
<b>THE GAS COMPANY</b>					<b>Total Check Amount:</b>	<b>\$1,960.79</b>
190530	GEOFFREY HARLAN GOBLE	06/30/2022	27565	110212131	PER SETTLMNT AGREEMNT	\$2,217.85
<b>GEOFFREY HARLAN GOBLE</b>					<b>Total Check Amount:</b>	<b>\$2,217.85</b>
190531	TERRANCE L. GREEN	06/30/2022	12103	110212131	PER SETTLMNT AGREEMNT	\$2,794.74
<b>TERRANCE L. GREEN</b>					<b>Total Check Amount:</b>	<b>\$2,794.74</b>
190532	EMILY GROSS	06/30/2022	31786	110404542	MICA22 HON MENTION	\$50.00
<b>EMILY GROSS</b>					<b>Total Check Amount:</b>	<b>\$50.00</b>
190533	DEBRA HAILEY	06/30/2022	31804	110	BCC CREDIT BAL REFUND	\$25.00
<b>DEBRA HAILEY</b>					<b>Total Check Amount:</b>	<b>\$25.00</b>
190534	ERIC HAMLIN	06/30/2022	31788	110404541	MICA22 STAFF PICK	\$150.00
<b>ERIC HAMLIN</b>					<b>Total Check Amount:</b>	<b>\$150.00</b>
190535	IMPERIAL CAR WASH	06/30/2022	30976	480515161	CARWASHES (9)	\$125.91
<b>IMPERIAL CAR WASH</b>					<b>Total Check Amount:</b>	<b>\$125.91</b>
190536	INLAND WATER WORKS SUPPLY CO	06/30/2022	23904	420515131	WATER METERS+ENCODERS	\$13,237.08
<b>INLAND WATER WORKS SUPPLY CO</b>					<b>Total Check Amount:</b>	<b>\$13,237.08</b>
190537	INTERACT EVENTS	06/30/2022	26742	110404421	7/4/22 CFBOUNCE/GAMES	\$3,150.00
<b>INTERACT EVENTS</b>					<b>Total Check Amount:</b>	<b>\$3,150.00</b>
190538	JART DIRECT MAIL SERVICES	06/30/2022	8634	110404542	22/23 BROCHURE MAIL	\$3,994.29
		06/30/2022	8634	110404542	22/23 BROCHURE PRNTNG	\$10,000.00
<b>JART DIRECT MAIL SERVICES</b>					<b>Total Check Amount:</b>	<b>\$13,994.29</b>
190539	HANNAH JENSEN	06/30/2022	31803	110	BCC CREDIT BAL REFUND	\$44.00
<b>HANNAH JENSEN</b>					<b>Total Check Amount:</b>	<b>\$44.00</b>
190540	YOUNG HAE KIM	06/30/2022	29901	110	BCC CREDIT BAL REFUND	\$18.00
<b>YOUNG HAE KIM</b>					<b>Total Check Amount:</b>	<b>\$18.00</b>
190541	LU'S LIGHTHOUSE, INC.	06/30/2022	28330	480515161	CREDIT:INV#01203529	(\$866.92)
		06/30/2022	28330	480515161	LED MINI LIGHT BAR	\$1,275.08



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<b>LU'S LIGHTHOUSE, INC.</b>						<b>Total Check Amount: \$408.16</b>
190542	MANHATTAN STITCHING CO., INC.	06/30/2022	31054	110404421	7/4/22 CF T-SHIRTS	\$6,558.74
<b>MANHATTAN STITCHING CO., INC.</b>						<b>Total Check Amount: \$6,558.74</b>
190543	MICHAEL BAKER INTERNATIONAL, INC.	06/30/2022	31634	120323231	PROF SVCS THRU 5/29	\$5,540.00
		06/30/2022	31634	120323231	PROF SVCS THRU 5/1	\$8,322.50
<b>MICHAEL BAKER INTERNATIONAL, INC.</b>						<b>Total Check Amount: \$13,862.50</b>
190544	PETE MOLINA	06/30/2022	31802	110	BCC CREDIT BAL REFUND	\$32.00
<b>PETE MOLINA</b>						<b>Total Check Amount: \$32.00</b>
190545	MORNINGSTAR INSURANCE BROKERS, INC.	06/30/2022	18078	110404421	7/4/22 CF INSURANCE	\$250.00
<b>MORNINGSTAR INSURANCE BROKERS, INC.</b>						<b>Total Check Amount: \$250.00</b>
190546	OCLEEEA	06/30/2022	16995	110212141	2022 EXPLORER ACAD	\$800.00
<b>OCLEEEA</b>						<b>Total Check Amount: \$800.00</b>
190547	ODP BUSINESS SOLUTIONS, LLC	06/30/2022	31709	110212121	OFFICE SUPPLIES	\$676.19
		06/30/2022	31709	110212111	OFFICE SUPP-DISPATCH	\$31.55
		06/30/2022	31709	110212122	OFFICE SUPP-RECORDS	\$329.24
		06/30/2022	31709	110212122	TFR TO 2121 P+E	(\$425.28)
		06/30/2022	31709	110212121	OFFICE SUPPLES P+E	\$175.17
<b>ODP BUSINESS SOLUTIONS, LLC</b>						<b>Total Check Amount: \$786.87</b>
190548	ORANGE COUNTY STRIPING SERVICE	06/30/2022	10223	510707453	RESTRIPE SLURRY PROJ	\$3,637.38
<b>ORANGE COUNTY STRIPING SERVICE</b>						<b>Total Check Amount: \$3,637.38</b>
190549	MINYE PAK	06/30/2022	30280	110	BCC CREDIT BAL REFUND	\$180.00
<b>MINYE PAK</b>						<b>Total Check Amount: \$180.00</b>
190550	JIA ZHI (GEORGE) PAN	06/30/2022	31796	110404145	GOLF LESSONS	\$825.00
<b>JIA ZHI (GEORGE) PAN</b>						<b>Total Check Amount: \$825.00</b>
190551	PETTY CASH CUSTODIAN	06/30/2022	15835	110	PCF REPL 6-17-2022	\$222.42
<b>PETTY CASH CUSTODIAN</b>						<b>Total Check Amount: \$222.42</b>
190552	PRIMEX CLINICAL LABORATORIES, INC.	06/30/2022	28583	110222221	WELLNESS - SAC	\$854.00
<b>PRIMEX CLINICAL LABORATORIES, INC.</b>						<b>Total Check Amount: \$854.00</b>
190553	PUENTE HILLS FORD	06/30/2022	25742	480515161	RADIATOR FAN	\$289.98
<b>PUENTE HILLS FORD</b>						<b>Total Check Amount: \$289.98</b>
190554	ROBIN BRUCE PURDUE	06/30/2022	31795	110000000	PD REPORT REQ REFUND	\$3.00
<b>ROBIN BRUCE PURDUE</b>						<b>Total Check Amount: \$3.00</b>
190555	RADIO ROYALTY BAND	06/30/2022	31770	110404421	7/4/22 CF LIVE MUSIC	\$600.00
<b>RADIO ROYALTY BAND</b>						<b>Total Check Amount: \$600.00</b>
190556	ANTHONY RIVERA	06/30/2022	15974	110404421	7/4 CF RAINING HORSES	\$600.00
<b>ANTHONY RIVERA</b>						<b>Total Check Amount: \$600.00</b>
190557	ADRIENNE A. SALYER	06/30/2022	31712	110404421	7/4/22 CF ENTERTNMENT	\$500.00
<b>ADRIENNE A. SALYER</b>						<b>Total Check Amount: \$500.00</b>



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190558	SANTA ANA COLLEGE	06/30/2022	10359	110212111	PRE-ACADEMY #251	\$115.00
		06/30/2022	10359	110212111	BASIC ACADEMY #251	\$1,357.00
<b>SANTA ANA COLLEGE</b>					<b>Total Check Amount:</b>	<b>\$1,472.00</b>
190559	MARISA SEGOVIA	06/30/2022	31791	110404541	MICA22 NEWCOMER AWARD	\$150.00
<b>MARISA SEGOVIA</b>					<b>Total Check Amount:</b>	<b>\$150.00</b>
190560	SELMAN CHEVROLET COMPANY	06/30/2022	23747	140212131	2022 CHEVY SILVERADO	\$48,394.59
<b>SELMAN CHEVROLET COMPANY</b>					<b>Total Check Amount:</b>	<b>\$48,394.59</b>
190561	ST. JUDE MEDICAL CENTER	06/30/2022	3503	174222222	PM MEDS JAN-MAR22	\$1,688.33
<b>ST. JUDE MEDICAL CENTER</b>					<b>Total Check Amount:</b>	<b>\$1,688.33</b>
190562	STEVE SWARTOUT	06/30/2022	26767	110404421	7/4/22 CF HAYRIDE ENT	\$500.00
<b>STEVE SWARTOUT</b>					<b>Total Check Amount:</b>	<b>\$500.00</b>
190563	UNIFIRST CORPORATION	06/30/2022	27988	110515125	UNIFORM SVCS MAY 2022	\$42.75
		06/30/2022	27988	420515131	UNIFORM SVCS MAY 2022	\$149.60
		06/30/2022	27988	440515126	UNIFORM SVCS MAY 2022	\$25.35
		06/30/2022	27988	490515151	UNIFORM SVCS MAY 2022	\$275.30
		06/30/2022	27988	110515121	UNIFORM SVCS MAY 2022	\$94.66
		06/30/2022	27988	110515144	UNIFORM SVCS MAY 2022	\$64.40
		06/30/2022	27988	110515148	UNIFORM SVCS MAY 2022	\$5.85
		06/30/2022	27988	360515145	UNIFORM SVCS MAY 2022	\$18.75
		06/30/2022	27988	430515123	UNIFORM SVCS MAY 2022	\$64.45
		06/30/2022	27988	361515148	UNIFORM SVCS MAY 2022	\$1.95
		06/30/2022	27988	480515161	UNIFORM SVCS MAY 2022	\$178.33
		06/30/2022	27988	110515141	UNIFORM SVCS MAY 2022	\$349.63
		06/30/2022	27988	110515143	UNIFORM SVCS MAY 2022	\$37.05
<b>UNIFIRST CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$1,308.07</b>
190564	BLANCA VALLE	06/30/2022	31797	110	BCC CREDIT BAL REFUND	\$75.00
<b>BLANCA VALLE</b>					<b>Total Check Amount:</b>	<b>\$75.00</b>
190565	CORRIE WILLE	06/30/2022	31789	110404541	MICA22 STAFF PICK	\$150.00
<b>CORRIE WILLE</b>					<b>Total Check Amount:</b>	<b>\$150.00</b>
190566	JANNA WINSTANLEY	06/30/2022	31794	110	BCC CREDIT BAL REFUND	\$18.25
<b>JANNA WINSTANLEY</b>					<b>Total Check Amount:</b>	<b>\$18.25</b>
190567	CHRISTOPHER C. WOOD	06/30/2022	14715	110212131	PER SETTLMNT AGREEMNT	\$2,619.05
<b>CHRISTOPHER C. WOOD</b>					<b>Total Check Amount:</b>	<b>\$2,619.05</b>
190568	XEROX CORPORATION	06/30/2022	3349	110141441	BLACK CPR/PRNTR MAY22	\$468.65
		06/30/2022	3349	110141441	HI PERF COLOR CPR MAY	\$202.24
		06/30/2022	3349	110141441	HISPEED PRNTR/CPR MAY	\$717.42
		06/30/2022	3349	110141441	TRMR/FOLDR SW MNT MAY	\$116.00
		06/30/2022	3349	110141441	UDIRECT MNT MAY22	\$125.02

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190568	XEROX CORPORATION	06/30/2022	3349	110141441	EQ PROT FFSRVR MAY22	\$24.89
		06/30/2022	3349	110141441	EQ PROT V180P MAY22	\$21.40
		06/30/2022	3349	110141441	EQPROT V180FFPS MAY22	\$18.03
		06/30/2022	3349	110141441	PRINT CHARGES:MAY22	\$1,416.10
		06/30/2022	3349	110141441	PROD CLRCPR/PRNTR MAY	\$546.38
<b>XEROX CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$3,656.13</b>
<b>Check Subtotal</b>						<b>\$167,352.95</b>
V48438	ACADEMY 831, LLC	06/30/2022	28694	110404145	BALLET/G.UP+ME DANCE	\$510.00
<b>ACADEMY 831, LLC</b>					<b>Total Check Amount:</b>	<b>\$510.00</b>
V48439	ADVANCED APPLIED ENGINEERING	06/30/2022	22809	84032324P	PLAN CHECK SVCS MAY22	\$1,924.00
		06/30/2022	22809	110000000	PLAN CHECK SVCS MAY22	(\$74.00)
<b>ADVANCED APPLIED ENGINEERING</b>					<b>Total Check Amount:</b>	<b>\$1,850.00</b>
V48440	ALLSTAR FIRE EQUIPMENT	06/30/2022	8353	110222221	HELMETS	\$3,092.46
<b>ALLSTAR FIRE EQUIPMENT</b>					<b>Total Check Amount:</b>	<b>\$3,092.46</b>
V48441	AVCOGAS PROPANE SALES & SERVICES	06/30/2022	22047	480515161	PROPANE 319.5 GALS	\$916.31
<b>AVCOGAS PROPANE SALES &amp; SERVICES</b>					<b>Total Check Amount:</b>	<b>\$916.31</b>
V48442	BAB STEERING HYDRAULICS INC.	06/30/2022	18365	480515161	BRAKE PARTS	\$2,059.15
<b>BAB STEERING HYDRAULICS INC.</b>					<b>Total Check Amount:</b>	<b>\$2,059.15</b>
V48443	BEN'S ASPHALT, INC..	06/30/2022	1808	510707219	SPEED HUMPS INSTALL	\$19,950.00
<b>BEN'S ASPHALT, INC..</b>					<b>Total Check Amount:</b>	<b>\$19,950.00</b>
V48444	BILL'S AUTO UPHOLSTERY	06/30/2022	10510	480515161	REPAIR DOOR PANELS	\$160.00
<b>BILL'S AUTO UPHOLSTERY</b>					<b>Total Check Amount:</b>	<b>\$160.00</b>
V48445	KATHY A BREAUX	06/30/2022	5320	110404145	PENCILS+PASTELS	\$229.50
<b>KATHY A BREAUX</b>					<b>Total Check Amount:</b>	<b>\$229.50</b>
V48446	C. WELLS PIPELINE MATERIALS INC	06/30/2022	13055	420515131	PLUMBING SUPPLIES	\$1,689.52
<b>C. WELLS PIPELINE MATERIALS INC</b>					<b>Total Check Amount:</b>	<b>\$1,689.52</b>
V48447	CANNINGS ACE HARDWARE	06/30/2022	15828	480515161	WATER NOZZLES	\$42.17
<b>CANNINGS ACE HARDWARE</b>					<b>Total Check Amount:</b>	<b>\$42.17</b>
V48448	CANON SOLUTIONS AMERICA, INC	06/30/2022	15260	110141441	3035 PD DISP JUN22	\$85.19
		06/30/2022	15260	110141441	3047 SR CTR JUN22	\$77.30
		06/30/2022	15260	110141441	3110 PD REC 2 JUN22	\$77.30
		06/30/2022	15260	110141441	3118 PD REC 1 JUN22	\$77.30
		06/30/2022	15260	110141441	3124 PD INV JUN22	\$77.30
		06/30/2022	15260	110141441	3142 MGMT SVCS JUN22	\$87.17
		06/30/2022	15260	110141441	PRINT CHARGES: MAY22	\$461.77
		06/30/2022	15260	110141441	2714 ADM SVCS JUN22	\$101.34
		06/30/2022	15260	110141441	5327 FIRE ADM JUN22	\$85.61

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V48448	CANON SOLUTIONS AMERICA, INC	06/30/2022	15260	110141441	3056 BCC JUN22	\$87.17
		06/30/2022	15260	110141441	5154 PD P+E JUN22	\$85.61
		06/30/2022	15260	110141441	3054 PW JUN22	\$87.17
		06/30/2022	15260	110141441	6569 COMM DEV JUN22	\$143.66
<b>CANON SOLUTIONS AMERICA, INC</b>					<b>Total Check Amount:</b>	<b>\$1,533.89</b>
V48449	CODING MINDS, INC	06/30/2022	29939	110404145	MINECRAFT CODE PROG	\$400.00
<b>CODING MINDS, INC</b>					<b>Total Check Amount:</b>	<b>\$400.00</b>
V48450	DAVID C. COLEMAN II	06/30/2022	15427	110222223	STATION SUPPLIES	\$460.58
<b>DAVID C. COLEMAN II</b>					<b>Total Check Amount:</b>	<b>\$460.58</b>
V48451	COMLOCK SECURITY-GROUP	06/30/2022	13625	490515151	KEYS	\$42.78
<b>COMLOCK SECURITY-GROUP</b>					<b>Total Check Amount:</b>	<b>\$42.78</b>
V48452	CORE & MAIN LP	06/30/2022	27049	420515131	WATER METERS+ENCODERS	\$5,988.86
<b>CORE &amp; MAIN LP</b>					<b>Total Check Amount:</b>	<b>\$5,988.86</b>
V48453	DANIELS TIRE SERVICE	06/30/2022	3133	480515161	TIRES	\$445.04
<b>DANIELS TIRE SERVICE</b>					<b>Total Check Amount:</b>	<b>\$445.04</b>
V48454	DARTCO TRANSMISSION SALES	06/30/2022	17719	480515161	TRANSMISSION REPAIR	\$13,106.15
<b>DARTCO TRANSMISSION SALES</b>					<b>Total Check Amount:</b>	<b>\$13,106.15</b>
V48455	FRANK ENRIQUEZ	06/30/2022	19807	460141474	MILEAGE JUNE 2022	\$18.72
<b>FRANK ENRIQUEZ</b>					<b>Total Check Amount:</b>	<b>\$18.72</b>
V48456	FIREFIGHTERS SAFETY CENTER	06/30/2022	18485	110222231	BOOTS	\$271.77
<b>FIREFIGHTERS SAFETY CENTER</b>					<b>Total Check Amount:</b>	<b>\$271.77</b>
V48457	FUSCOE ENGINEERING, INC.	06/30/2022	18052	410515124	CATCHBSN MNT DB MAY22	\$1,465.00
		06/30/2022	18052	410515132	HARVEST+REUSE MAY22	\$1,935.00
<b>FUSCOE ENGINEERING, INC.</b>					<b>Total Check Amount:</b>	<b>\$3,400.00</b>
V48458	GLASBY MAINTENANCE SUPPLY CO	06/30/2022	6802	490515151	CHEM WIPES	\$387.90
		06/30/2022	6802	490515151	SQUEEGEE - PLUNGE	\$43.16
<b>GLASBY MAINTENANCE SUPPLY CO</b>					<b>Total Check Amount:</b>	<b>\$431.06</b>
V48459	RAY GONZALEZ	06/30/2022	31019	110404424	UMPIRE FEES 6/20/22	\$102.00
<b>RAY GONZALEZ</b>					<b>Total Check Amount:</b>	<b>\$102.00</b>
V48460	GRAINGER	06/30/2022	13634	480515161	FLOAT VALVES	\$132.10
		06/30/2022	13634	480515161	CREDIT:FLOAT VALVES	(\$132.10)
		06/30/2022	13634	480515161	PRE-TRIP BOOKS	\$27.46
<b>GRAINGER</b>					<b>Total Check Amount:</b>	<b>\$27.46</b>
V48461	GABRIEL HANNAH	06/30/2022	17533	110404424	UMPIRE FEES 6/20/22	\$102.00
<b>GABRIEL HANNAH</b>					<b>Total Check Amount:</b>	<b>\$102.00</b>
V48462	HITECH SOFTWARE INC	06/30/2022	19937	110515125	CARCOUNT SYST MNT APR	\$1,345.00
		06/30/2022	19937	110515125	CARCOUNT SYST MNT FEB	\$1,345.00
		06/30/2022	19937	110515125	CARCOUNT SYST MNT MAY	\$1,345.00

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V48462	HITECH SOFTWARE INC	06/30/2022	19937	110515125	CARCOUNT SYST MNT OCT	\$1,345.00
		06/30/2022	19937	110515125	JUL-DEC CHGS PO222016	(\$8,070.00)
		06/30/2022	19937	110515125	#7586 TFR TO PO222116	(\$1,345.00)
		06/30/2022	19937	110515125	CARCOUNT SYST MNT DEC	\$1,345.00
		06/30/2022	19937	110515125	CARCOUNT SYST MNT JUN	\$1,345.00
		06/30/2022	19937	110515125	CARCOUNT SYST MNT MAR	\$1,345.00
		06/30/2022	19937	110515125	CARCOUNT SYST MNT NOV	\$1,345.00
		06/30/2022	19937	110515125	CARCOUNT SYST MNT JUL	\$1,345.00
		06/30/2022	19937	110515125	CARCOUNT SYST MNT AUG	\$1,345.00
		06/30/2022	19937	110515125	CARCOUNT SYST MNT SEP	\$1,345.00
<b>HITECH SOFTWARE INC</b>					<b>Total Check Amount:</b>	<b>\$5,380.00</b>
V48463	INK LINK INC	06/30/2022	22423	110404421	BREAFEST DATE PATCHES	\$177.75
<b>INK LINK INC</b>					<b>Total Check Amount:</b>	<b>\$177.75</b>
V48464	INTERWEST CONSULTING GROUP, INC.	06/30/2022	28473	510707326	CIP MGMT SVCS MAY22	\$80.00
		06/30/2022	28473	510707251	CIP MGMT SVCS APR22	\$9,825.00
		06/30/2022	28473	510707327	CIP MGMT SVCS MAR22	\$1,560.00
		06/30/2022	28473	510707476	CIP MGMT SVCS FEB22	\$1,120.00
		06/30/2022	28473	510707476	CIP MGMT SVCS MAR22	\$400.00
		06/30/2022	28473	510707251	CIP MGMT SVCS FEB22	\$7,687.50
		06/30/2022	28473	510707251	CIP MGMT SVCS MAR22	\$8,400.00
		06/30/2022	28473	510707322	CIP MGMT SVCS APR22	\$8,720.00
		06/30/2022	28473	510707326	CIP MGMT SVCS APR22	\$160.00
		06/30/2022	28473	510707327	CIP MGMT SVCS APR22	\$160.00
		06/30/2022	28473	510707476	CIP MGMT SVCS APR22	\$560.00
<b>INTERWEST CONSULTING GROUP, INC.</b>					<b>Total Check Amount:</b>	<b>\$38,672.50</b>
V48465	IPARQ	06/30/2022	21583	110323241	PERMIT FEES MAY 2022	\$993.41
		06/30/2022	21583	110323241	PERMIT SYST FEE MAY22	\$100.00
		06/30/2022	21583	110323241	PERMIT FEES APR 2022	\$621.04
<b>IPARQ</b>					<b>Total Check Amount:</b>	<b>\$1,714.45</b>
V48466	KITTELSON & ASSOCIATES, INC.	06/30/2022	31100	540515171	PROF SVCS APR 2022	\$3,566.47
<b>KITTELSON &amp; ASSOCIATES, INC.</b>					<b>Total Check Amount:</b>	<b>\$3,566.47</b>
V48467	KREUZER CONSULTING GROUP	06/30/2022	22072	510707475	CCYNBP#2 RTE142 MAY22	\$14,460.00
<b>KREUZER CONSULTING GROUP</b>					<b>Total Check Amount:</b>	<b>\$14,460.00</b>
V48468	LEHR	06/30/2022	26035	480515161	STROBE LIGHTS	\$602.86
		06/30/2022	26035	480515161	LIGHT BARS	\$4,588.00
<b>LEHR</b>					<b>Total Check Amount:</b>	<b>\$5,190.86</b>
V48469	LIBERTY FLAGS INC.	06/30/2022	5457	490	FLAGS	(\$41.23)
		06/30/2022	5457	490515151	FLAGS	\$573.23

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<b>LIBERTY FLAGS INC.</b>						<b>Total Check Amount: \$532.00</b>
V48470	LIFE-ASSIST, INC.	06/30/2022	10530	174222222	PM SUPPLIES FS#1	\$144.65
<b>LIFE-ASSIST, INC.</b>						<b>Total Check Amount: \$144.65</b>
V48471	LINCOLN AQUATICS	06/30/2022	17902	490515151	VACUUM FILTERS	\$367.28
<b>LINCOLN AQUATICS</b>						<b>Total Check Amount: \$367.28</b>
V48472	LINEGEAR	06/30/2022	23894	110222211	UNIFORMS	\$1,192.74
<b>LINEGEAR</b>						<b>Total Check Amount: \$1,192.74</b>
V48473	MONICA LO	06/30/2022	31530	110141411	DIRECTOR WELCOME	\$73.44
<b>MONICA LO</b>						<b>Total Check Amount: \$73.44</b>
V48474	JASON LOGAN	06/30/2022	19659	110404424	REFEREE 6/16,6/20-21	\$600.00
<b>JASON LOGAN</b>						<b>Total Check Amount: \$600.00</b>
V48475	ARLENE MINER	06/30/2022	21410	110141411	DIRECTOR WELCOME	\$30.15
		06/30/2022	21410	110141411	VOLUNTEEN WELCOME	\$4.29
<b>ARLENE MINER</b>						<b>Total Check Amount: \$34.44</b>
V48476	CAITLIN MOHNEY	06/30/2022	29108	110404521	SC YOGA MAY 2022	\$180.00
<b>CAITLIN MOHNEY</b>						<b>Total Check Amount: \$180.00</b>
V48477	MUNICIPAL WATER DISTRICT	06/30/2022	3784	420515131	21/22 SCHOOL OUTREACH	\$721.00
<b>MUNICIPAL WATER DISTRICT</b>						<b>Total Check Amount: \$721.00</b>
V48478	ORANGE COUNTY KARATE CENTER LLC	06/30/2022	31160	110404145	INTRO KARATE	\$90.00
<b>ORANGE COUNTY KARATE CENTER LLC</b>						<b>Total Check Amount: \$90.00</b>
V48479	ORANGE COUNTY SANITATION DIST.	06/30/2022	14689	110	COMM SEWER FEES MAY22	\$3,307.97
		06/30/2022	14689	110000000	5% COLL COMM SF MAY22	(\$165.40)
<b>ORANGE COUNTY SANITATION DIST.</b>						<b>Total Check Amount: \$3,142.57</b>
V48480	DAVID ALEJANDRO ORTIZ	06/30/2022	30613	110212111	TRAINING EXPENSES	\$47.36
<b>DAVID ALEJANDRO ORTIZ</b>						<b>Total Check Amount: \$47.36</b>
V48481	PELLETIER & ASSOCIATES	06/30/2022	25222	470141483	ERGONOMIC EVAL 6/9	\$275.00
<b>PELLETIER &amp; ASSOCIATES</b>						<b>Total Check Amount: \$275.00</b>
V48482	PLACEWORKS, INC.	06/30/2022	26720	840141412	BREA PLZ EIR MAY22	\$7.23
		06/30/2022	26720	84032323E	BREA PLZ EIR MAY22	\$566.53
		06/30/2022	26720	840141412	BREA MALL CEQA MAY22	\$7.23
		06/30/2022	26720	84032323E	BREA MALL CEQA MAY22	\$361.25
<b>PLACEWORKS, INC.</b>						<b>Total Check Amount: \$942.24</b>
V48483	PLAY-WELL TEKNOLOGIES	06/30/2022	20917	110404145	GAMING W/ LEGO MATLS	\$3,510.00
<b>PLAY-WELL TEKNOLOGIES</b>						<b>Total Check Amount: \$3,510.00</b>
V48484	PLUMBING WHOLESALE OUTLET, INC.	06/30/2022	18392	490515151	FAUCET SUPPLY LINES	\$10.33
		06/30/2022	18392	490515151	RR GASKET	\$2.61
		06/30/2022	18392	490515151	CCC RR REPL PARTS	\$341.69
<b>PLUMBING WHOLESALE OUTLET, INC.</b>						<b>Total Check Amount: \$354.63</b>

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V48485	RCS INVESTIGATIONS & CONSULTING LLC	06/30/2022	22534	110212111	INV/TRANSCRIPTN SVCS	\$5,890.00
<b>RCS INVESTIGATIONS &amp; CONSULTING LLC</b>						<b>Total Check Amount: \$5,890.00</b>
V48487	ROTH STAFFING COMPANIES LP	06/30/2022	27579	110000000	TEMP STAFF 3/18/2022	(\$3,569.69)
		06/30/2022	27579	110515171	TEMP STAFF 3/4/2022	\$1,362.31
		06/30/2022	27579	110515171	TEMP STAFF 4/1/2022	\$17.85
		06/30/2022	27579	110515171	TEMP STAFF 4/29/2022	\$35.70
		06/30/2022	27579	110515171	TEMP STAFF 5/20/2022	\$928.20
		06/30/2022	27579	110000000	TEMP STAFF 4/15/2022	(\$3,910.27)
		06/30/2022	27579	110000000	TEMP STAFF 4/22/2022	(\$4,362.95)
		06/30/2022	27579	110000000	TEMP STAFF 4/8/2022	(\$4,164.64)
		06/30/2022	27579	110000000	TEMP STAFF 5/6/2022	(\$4,160.35)
		06/30/2022	27579	84051517P	TEMP STAFF 3/11/2022	\$6,028.00
		06/30/2022	27579	84051517P	TEMP STAFF 4/29/2022	\$4,795.00
		06/30/2022	27579	110000000	TEMP STAFF 4/29/2022	(\$3,487.31)
		06/30/2022	27579	110000000	TEMP STAFF 5/20/2022	(\$1,729.15)
		06/30/2022	27579	110515171	TEMP STAFF 6/3/2022	\$1,249.50
		06/30/2022	27579	84051517P	TEMP STAFF 4/1/2022	\$3,630.50
		06/30/2022	27579	84051517P	TEMP STAFF 4/22/2022	\$6,028.00
		06/30/2022	27579	84051517P	TEMP STAFF 5/13/2022	\$4,795.00
		06/30/2022	27579	110515171	TEMP STAFF 5/6/2022	\$71.40
		06/30/2022	27579	84051517P	TEMP STAFF 4/15/2022	\$4,932.00
		06/30/2022	27579	84051517P	TEMP STAFF 5/20/2022	\$2,466.00
		06/30/2022	27579	110000000	TEMP STAFF 3/11/2022	(\$4,362.95)
		06/30/2022	27579	110000000	TEMP STAFF 4/1/2022	(\$2,626.62)
		06/30/2022	27579	110000000	TEMP STAFF 5/13/2022	(\$3,468.39)
		06/30/2022	27579	110515171	TEMP STAFF 5/13/2022	\$35.70
		06/30/2022	27579	110515171	TEMP STAFF 5/27/2022	\$1,285.20
		06/30/2022	27579	84051517P	TEMP STAFF 3/18/2022	\$4,932.00
		06/30/2022	27579	84051517P	TEMP STAFF 4/8/2022	\$5,754.00
		06/30/2022	27579	84051517P	TEMP STAFF 5/6/2022	\$5,754.00
<b>ROTH STAFFING COMPANIES LP</b>						<b>Total Check Amount: \$18,258.04</b>
V48488	MARY M. SAMBRANO	06/30/2022	28001	110404521	ZUMBA GOLD MAY 2022	\$60.00
<b>MARY M. SAMBRANO</b>						<b>Total Check Amount: \$60.00</b>
V48489	SC FUELS	06/30/2022	16654	480515161	UNL ETH 3253.1 GALS	\$17,577.17
<b>SC FUELS</b>						<b>Total Check Amount: \$17,577.17</b>
V48490	SHAMBHALA MARTIAL ARTS INC	06/30/2022	28430	110404145	KIDS TAEKWONDO	\$125.00
<b>SHAMBHALA MARTIAL ARTS INC</b>						<b>Total Check Amount: \$125.00</b>

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V48491	SHRED-IT USA	06/30/2022	7438	110212122	DOC SHRED MAR/APR22	\$186.68
		06/30/2022	7438	470141483	DOC SHRED MAR/APR22	\$10.66
		06/30/2022	7438	110111161	DOC SHRED APR/MAY22	\$10.66
		06/30/2022	7438	110111161	DOC SHRED MAR/APR22	\$10.66
		06/30/2022	7438	110212122	DOC SHRED MAY/JUN22	\$186.68
		06/30/2022	7438	470141483	DOC SHRED MAY/JUN22	\$10.66
		06/30/2022	7438	110111161	DOC SHRED MAY/JUN22	\$10.66
		06/30/2022	7438	110212122	DOC SHRED APR/MAY22	\$186.68
		06/30/2022	7438	470141483	DOC SHRED APR/MAY22	\$10.66
<b>SHRED-IT USA</b>						<b>Total Check Amount:</b>
						<b>\$624.00</b>
V48492	SKYHAWKS SPORTS ACADEMY, INC.	06/30/2022	18097	110404145	BASKETBALL CAMP	\$1,492.50
<b>SKYHAWKS SPORTS ACADEMY, INC.</b>						<b>Total Check Amount:</b>
						<b>\$1,492.50</b>
V48493	STEAMX LLC	06/30/2022	24072	480515161	FLOAT VALVE	\$83.61
<b>STEAMX LLC</b>						<b>Total Check Amount:</b>
						<b>\$83.61</b>
V48494	TENNIS ANYONE ACADEMY	06/30/2022	12688	110404145	TENNIS LESSONS	\$2,336.95
<b>TENNIS ANYONE ACADEMY</b>						<b>Total Check Amount:</b>
						<b>\$2,336.95</b>
V48495	THOMSON REUTERS - WEST	06/30/2022	22020	110111112	LEGAS SUBSCRPTN JUN22	\$204.73
<b>THOMSON REUTERS - WEST</b>						<b>Total Check Amount:</b>
						<b>\$204.73</b>
V48496	AJA TOKUGAWA	06/30/2022	22121	110212141	EXPLORER LODGING	\$423.60
<b>AJA TOKUGAWA</b>						<b>Total Check Amount:</b>
						<b>\$423.60</b>
V48497	TROY SHEET METAL WORKS INC.	06/30/2022	15153	480515161	POLICE CAR EQUIPMENT	\$8,639.82
<b>TROY SHEET METAL WORKS INC.</b>						<b>Total Check Amount:</b>
						<b>\$8,639.82</b>
V48498	TYLER TECHNOLOGIES, INC.	06/30/2022	25937	951	ILJAOB BRAZOS 2122MNT	\$44,842.39
<b>TYLER TECHNOLOGIES, INC.</b>						<b>Total Check Amount:</b>
						<b>\$44,842.39</b>
V48499	UNITED ROTARY BRUSH CORPORATION	06/30/2022	16649	480515161	SWEEPER BROOMS	\$177.96
<b>UNITED ROTARY BRUSH CORPORATION</b>						<b>Total Check Amount:</b>
						<b>\$177.96</b>
V48500	VALLEY POWER SYSTEMS, INC.	06/30/2022	16506	480515161	OIL FILTER	\$119.90
<b>VALLEY POWER SYSTEMS, INC.</b>						<b>Total Check Amount:</b>
						<b>\$119.90</b>
V48501	VALVERDE CONSTRUCTION, INC.	06/30/2022	14201	510707617	RAISE/ADJUST MANHOLE	\$4,712.66
<b>VALVERDE CONSTRUCTION, INC.</b>						<b>Total Check Amount:</b>
						<b>\$4,712.66</b>
V48502	VIRTUAL PROJECT MANAGER	06/30/2022	23508	510707251	CIP/SW BCKUP/ST JUN22	\$100.00
		06/30/2022	23508	510707453	CIP/SW BCKUP/ST JUN22	\$50.00
		06/30/2022	23508	510707453	CIP/SW BCKUP/ST MAY22	\$50.00
		06/30/2022	23508	510707457	CIP/SW BCKUP/ST MAY22	\$50.00
		06/30/2022	23508	510707626	CIP/SW BCKUP/ST JUN22	\$50.00
		06/30/2022	23508	510707626	CIP/SW BCKUP/ST MAY22	\$50.00
		06/30/2022	23508	510707914	CIP/SW BCKUP/ST JUN22	\$50.00



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V48502	VIRTUAL PROJECT MANAGER	06/30/2022	23508	510707251	CIP/SW BCKUP/ST MAY22	\$100.00
		06/30/2022	23508	510707454	CIP/SW BCKUP/ST JUN22	\$50.00
		06/30/2022	23508	510707454	CIP/SW BCKUP/ST MAY22	\$50.00
		06/30/2022	23508	510707466	CIP/SW BCKUP/ST JUN22	\$50.00
		06/30/2022	23508	510707466	CIP/SW BCKUP/ST MAY22	\$50.00
		06/30/2022	23508	510707322	CIP/SW BCKUP/ST JUN22	\$50.00
		06/30/2022	23508	510707322	CIP/SW BCKUP/ST MAY22	\$50.00
		06/30/2022	23508	510707328	CIP/SW BCKUP/ST JUN22	\$50.00
		06/30/2022	23508	510707328	CIP/SW BCKUP/ST MAY22	\$50.00
		06/30/2022	23508	510707457	CIP/SW BCKUP/ST JUN22	\$50.00
		06/30/2022	23508	510707914	CIP/SW BCKUP/ST MAY22	\$50.00
<b>VIRTUAL PROJECT MANAGER</b>					<b>Total Check Amount:</b>	<b>\$1,000.00</b>
V48503	VISTA PAINT CORPORATION	06/30/2022	4573	490515151	PAINT	\$254.19
		06/30/2022	4573	490515151	PAINT SUPPLIES	\$164.01
<b>VISTA PAINT CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$418.20</b>
V48504	WILLDAN ENGINEERING	06/30/2022	12445	510707322	INSP SVCS THRU 4/29	\$307.50
		06/30/2022	12445	510707322	CONST MGMT THRU 4/29	\$18,560.00
		06/30/2022	12445	510707460	INSP SVCS THRU 4/29	\$61.50
		06/30/2022	12445	510707453	INSP SVCS THRU 4/29	\$845.92
		06/30/2022	12445	510707457	INSP SVCS THRU 4/29	\$1,013.08
<b>WILLDAN ENGINEERING</b>					<b>Total Check Amount:</b>	<b>\$20,788.00</b>
V48505	ZUMAR INDUSTRIES, INC.	06/30/2022	3802	110404311	STREET SIGN	\$329.51
<b>ZUMAR INDUSTRIES, INC.</b>					<b>Total Check Amount:</b>	<b>\$329.51</b>
<b>Voucher Subtotal</b>						<b>\$266,302.84</b>

**TOTAL \$433,655.79**



# City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
190569	AAA ELECTRIC MOTOR SALES, INC.	07/08/2022	3615	490515151	EXHAUST FAN (THEATER)	\$180.51
AAA ELECTRIC MOTOR SALES, INC.					Total Check Amount:	\$180.51
190570	AIR EXCHANGE INC	07/08/2022	30200	490515151	PLYMOVENT REPAIR	\$287.96
AIR EXCHANGE INC					Total Check Amount:	\$287.96
190571	AT&T CALNET	07/08/2022	20391	360515145	CALNET JUNE 2022	\$43.18
		07/08/2022	20391	360515147	CALNET JUNE 2022	\$23.32
		07/08/2022	20391	420515131	CALNET JUNE 2022	\$253.24
		07/08/2022	20391	475141471	CALNET JUNE 2022	\$7,060.06
AT&T CALNET					Total Check Amount:	\$7,379.80
190572	BARR & CLARK	07/08/2022	26778	290323215	HSG REH 470DEVONSHIRE	\$505.00
BARR & CLARK					Total Check Amount:	\$505.00
190574	BUSINESS CARD	07/08/2022	18749	110	BSCARD 062322 FIRE	(\$3.70)
		07/08/2022	18749	110141481	BSCARD 062322 HR	\$2,778.81
		07/08/2022	18749	110141481	BSCARD 062322 PD TRNG	\$189.02
		07/08/2022	18749	110212111	BSCARD 062322 PD	\$1,860.41
		07/08/2022	18749	110212111	BSCARD 062322 PD TRNG	\$1,985.26
		07/08/2022	18749	110212121	BSCARD 062322 PD	\$259.00
		07/08/2022	18749	110222211	BSCARD 062322 FIRE	\$1,068.81
		07/08/2022	18749	110222221	BSCARD 062322 FIRE	\$4,029.37
		07/08/2022	18749	110222223	BSCARD 062322 FIRE	\$57.67
		07/08/2022	18749	110404154	BSCARD 062322 CS II	\$112.00
		07/08/2022	18749	110404211	BSCARD 062322 CS II	\$1,139.91
		07/08/2022	18749	110404215	BSCARD 062322 CS II	\$1,139.00
		07/08/2022	18749	110404224	BSCARD 062322 CS	\$522.89
		07/08/2022	18749	110404311	BSCARD 062322 CS II	\$4,597.26
		07/08/2022	18749	110404425	BSCARD 062322 CS	\$535.76
		07/08/2022	18749	110404428	BSCARD 062322 CS	\$11,749.35
		07/08/2022	18749	110404429	BSCARD 062322 CS	\$70.13
		07/08/2022	18749	420515131	BSCARD 062322 WATER	\$206.87
		07/08/2022	18749	950000000	ILJAO BSCARD JM 0622	\$444.58
		07/08/2022	18749	950000000	ILJAO BSCARD MJ 0622	\$375.56
BUSINESS CARD					Total Check Amount:	\$33,117.96
190575	PAUL A. BYRD	07/08/2022	31807	110404542	2022 CONCERTS 7/20	\$1,800.00
PAUL A. BYRD					Total Check Amount:	\$1,800.00
190576	CHARTER COMMUNICATIONS	07/08/2022	31694	110111151	CABLE CHGS 6/14-7/13	\$85.85
CHARTER COMMUNICATIONS					Total Check Amount:	\$85.85
190577	CINTAS	07/08/2022	24347	110404211	BCC FIRST AID RESTOCK	\$426.85
CINTAS					Total Check Amount:	\$426.85

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
190579	CITY OF BREA - WATER DEPT	07/08/2022	2039	110404422	WATER BILL 5/5-6/6/22	\$1,060.66
		07/08/2022	2039	110404521	WATER BILL 5/5-6/6/22	\$1,025.63
		07/08/2022	2039	110515141	WATER BILL 5/5-6/6/22	\$47,235.52
		07/08/2022	2039	110515143	WATER BILL 5/5-6/6/22	\$17,320.43
		07/08/2022	2039	110515148	WATER BILL 5/5-6/6/22	\$3,750.93
		07/08/2022	2039	341515112	WATER BILL 5/5-6/6/22	\$1,352.97
		07/08/2022	2039	343515112	WATER BILL 5/5-6/6/22	\$2,844.12
		07/08/2022	2039	345515112	WATER BILL 5/5-6/6/22	\$2,534.13
		07/08/2022	2039	346515112	WATER BILL 5/5-6/6/22	\$6,746.30
		07/08/2022	2039	347515112	WATER BILL 5/5-6/6/22	\$2,017.46
		07/08/2022	2039	360515145	WATER BILL 5/5-6/6/22	\$10,422.70
		07/08/2022	2039	360515147	WATER BILL 5/5-6/6/22	\$376.93
		07/08/2022	2039	361515143	WATER BILL 5/5-6/6/22	\$21.75
		07/08/2022	2039	361515148	WATER BILL 5/5-6/6/22	\$127.33
		07/08/2022	2039	420515131	WATER BILL 5/5-6/6/22	\$241.21
		07/08/2022	2039	430515123	WATER BILL 5/5-6/6/22	\$126.81
		07/08/2022	2039	465515149	WATER BILL 5/5-6/6/22	\$48,811.08
<b>CITY OF BREA - WATER DEPT</b>					<b>Total Check Amount:</b>	<b>\$146,015.96</b>
190580	CITY OF BREA - WATER DEPT	07/08/2022	2039	110515151	WATER BILL 5/5-6/6/22	\$5,011.13
		07/08/2022	2039	361515143	WATER BILL 5/5-6/6/22	\$916.85
		07/08/2022	2039	465515149	WATER BILL 5/5-6/6/22	\$17.40
<b>CITY OF BREA - WATER DEPT</b>					<b>Total Check Amount:</b>	<b>\$5,945.38</b>
190581	COMMERCIAL AQUATIC SERVICES, INC.	07/08/2022	25513	110404422	BULK CHEMICALS	\$1,753.00
<b>COMMERCIAL AQUATIC SERVICES, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,753.00</b>
190582	COUNTY OF ORANGE	07/08/2022	4799	110212131	ANIMALSHLTR APR-JUN22	\$10,437.06
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$10,437.06</b>
190583	COUNTY OF ORANGE	07/08/2022	4799	110212122	CLETS FEES JUN 2022	\$1,104.51
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$1,104.51</b>
190584	CPCA	07/08/2022	15065	110212111	22/23 MEMBERSHIP CPCA	\$1,621.00
<b>CPCA</b>					<b>Total Check Amount:</b>	<b>\$1,621.00</b>
190585	CRASH CHAMPIONS-BREA	07/08/2022	31635	174222222	#2034(DURANGO) PAINT	\$8,642.00
<b>CRASH CHAMPIONS-BREA</b>					<b>Total Check Amount:</b>	<b>\$8,642.00</b>
190586	DELTA DENTAL INSURANCE COMPANY	07/08/2022	26074	110	05-79395 DNTL HMO JUL	\$1,981.52
<b>DELTA DENTAL INSURANCE COMPANY</b>					<b>Total Check Amount:</b>	<b>\$1,981.52</b>
190587	DELTA T HVAC, INC.	07/08/2022	28265	490515151	HVAC REPAIR	\$440.00
<b>DELTA T HVAC, INC.</b>					<b>Total Check Amount:</b>	<b>\$440.00</b>
190588	DEPARTMENT OF WATER RESOURCES	07/08/2022	14195	420515131	22/23 ANNUAL DAM FEES	\$7,500.00

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<b>DEPARTMENT OF WATER RESOURCES</b>						<b>Total Check Amount: \$7,500.00</b>
190589	SOUTHERN CALIFORNIA EDISON	07/08/2022	3343	110515121	ELECTRICITY	\$779.79
<b>SOUTHERN CALIFORNIA EDISON</b>						<b>Total Check Amount: \$779.79</b>
190590	ESO SOLUTIONS, INC.	07/08/2022	31782	475141471	22/23 FIRE RMS MNT	\$7,339.37
<b>ESO SOLUTIONS, INC.</b>						<b>Total Check Amount: \$7,339.37</b>
190591	FRANCHISE TAX BOARD/ST OF CALIF	07/08/2022	12043	110	562312863 7-1-2022	\$30.00
<b>FRANCHISE TAX BOARD/ST OF CALIF</b>						<b>Total Check Amount: \$30.00</b>
190592	FRONTIER COMMUNICATIONS	07/08/2022	26183	475141471	5621820146 6/16-7/15	\$45.41
<b>FRONTIER COMMUNICATIONS</b>						<b>Total Check Amount: \$45.41</b>
190593	GOVERNMENTJOBS.COM, INC.	07/08/2022	26473	110141481	22/23 SUBSCRIPTION	\$1,858.16
<b>GOVERNMENTJOBS.COM, INC.</b>						<b>Total Check Amount: \$1,858.16</b>
190594	WILLIAM D. HALE	07/08/2022	26996	110404542	2022 CONCERTS 7/13	\$1,100.00
<b>WILLIAM D. HALE</b>						<b>Total Check Amount: \$1,100.00</b>
190595	HERRON, BRANDEN	07/08/2022	28434	110404542	2022 CONCERTS 7/6	\$500.00
<b>HERRON, BRANDEN</b>						<b>Total Check Amount: \$500.00</b>
190596	HF&H CONSULTANTS, LLC	07/08/2022	27542	440515122	SB1383CONT ASST MAY22	\$675.00
<b>HF&amp;H CONSULTANTS, LLC</b>						<b>Total Check Amount: \$675.00</b>
190597	ICC ORANGE EMPIRE CHAPTER	07/08/2022	10998	110323241	22/23 MEMBERSHIP	\$350.00
<b>ICC ORANGE EMPIRE CHAPTER</b>						<b>Total Check Amount: \$350.00</b>
190598	ICMA MEMBERSHIP RENEWALS	07/08/2022	3015	110111143	22/23 MEMBERSHIP	\$1,400.00
<b>ICMA MEMBERSHIP RENEWALS</b>						<b>Total Check Amount: \$1,400.00</b>
190599	INTELLI-TECH	07/08/2022	8774	475141471	HP MONITOR	\$2,614.45
<b>INTELLI-TECH</b>						<b>Total Check Amount: \$2,614.45</b>
190600	INTIME SOLUTIONS INC.	07/08/2022	20876	950000000	ILJAO ISE TEXT JUN22	\$4,424.88
<b>INTIME SOLUTIONS INC.</b>						<b>Total Check Amount: \$4,424.88</b>
190601	KEVIN KARAMITROS	07/08/2022	31808	110404542	2022 CONCERTS 7/27	\$1,200.00
<b>KEVIN KARAMITROS</b>						<b>Total Check Amount: \$1,200.00</b>
190602	MARIPOSA LANDSCAPES, INC.	07/08/2022	27959	110515143	FAC/TRAILS MAY 2022	\$5,585.67
		07/08/2022	27959	110515148	FAC/TRAILS MAY 2022	\$1,989.00
		07/08/2022	27959	361515148	FAC/TRAILS MAY 2022	\$108.33
<b>MARIPOSA LANDSCAPES, INC.</b>						<b>Total Check Amount: \$7,683.00</b>
190603	MOTTOMOBILE, INC.	07/08/2022	28869	110212141	22/23 APEXMOB SUP/MNT	\$2,900.00
<b>MOTTOMOBILE, INC.</b>						<b>Total Check Amount: \$2,900.00</b>
190604	MR UNIFORM	07/08/2022	29456	110222221	UNIFORMS	\$701.24
<b>MR UNIFORM</b>						<b>Total Check Amount: \$701.24</b>
190605	NATIONWIDE	07/08/2022	20975	110	PET INS JUNE 2022	\$1,098.64
<b>NATIONWIDE</b>						<b>Total Check Amount: \$1,098.64</b>
190606	NEWGEN STRATEGIES & SOLUTIONS, LLC	07/08/2022	31442	420141421	WTR RATE/IMP FEE STUDY	\$3,988.99

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190606	NEWGEN STRATEGIES & SOLUTIONS, LLC	07/08/2022	31442	430141421	WTR RATE/IMPFFEE STUDY	\$3,386.92
<b>NEWGEN STRATEGIES &amp; SOLUTIONS, LLC</b>						<b>Total Check Amount: \$7,375.91</b>
190607	NICHOLS LOCAL GOVT CONSULTING	07/08/2022	31810	110212111	MANDCOST CLAIMS MAY22	\$1,800.00
<b>NICHOLS LOCAL GOVT CONSULTING</b>						<b>Total Check Amount: \$1,800.00</b>
190608	NIEVES LANDSCAPE, INC.	07/08/2022	31375	110515141	PARKS MOWING MAY22	\$8,662.50
		07/08/2022	31375	110515143	MED/GREENBELTS MAY22	\$11,532.72
		07/08/2022	31375	110515143	WALDEN MED MNT MAY22	\$201.50
		07/08/2022	31375	341515112	MD#1 LANDSCAPE MAY22	\$1,362.50
		07/08/2022	31375	343515112	MD#3 LANDSCAPE MAY22	\$2,250.00
		07/08/2022	31375	346515112	MD#6 LANDSCAPE MAY22	\$5,416.66
		07/08/2022	31375	346515112	MD#6 TRASH CANS MAY22	\$230.00
		07/08/2022	31375	347515112	MD#7 LANDSCAPE MAY22	\$1,117.50
		07/08/2022	31375	360515145	FIELDS MOWING MAY22	\$875.00
		07/08/2022	31375	360515145	WC PARK MNT APR22	\$4,800.00
		07/08/2022	31375	360515145	WC PARK MNT MAY22	\$4,986.00
<b>NIEVES LANDSCAPE, INC.</b>						<b>Total Check Amount: \$41,434.38</b>
190609	ODP BUSINESS SOLUTIONS, LLC	07/08/2022	31709	110404311	OFFICE SUPPLIES	\$325.51
		07/08/2022	31709	110404311	TONER	\$565.11
<b>ODP BUSINESS SOLUTIONS, LLC</b>						<b>Total Check Amount: \$890.62</b>
190610	PRINGLES DRAPERIES & BLINDS	07/08/2022	9082	110404521	DRAPERIES & BLINDS	\$3,260.16
<b>PRINGLES DRAPERIES &amp; BLINDS</b>						<b>Total Check Amount: \$3,260.16</b>
190611	PUENTE HILLS FORD	07/08/2022	25742	480515161	AIR BAG REPAIR	\$690.97
		07/08/2022	25742	480515161	BUSHINGS	\$41.48
		07/08/2022	25742	480515161	TRANSMISSION REPAIR	\$4,746.49
<b>PUENTE HILLS FORD</b>						<b>Total Check Amount: \$5,478.94</b>
190612	ANDREA LUNA REECE	07/08/2022	28357	110404541	ARTGALLERY CONS SALES	\$32.74
<b>ANDREA LUNA REECE</b>						<b>Total Check Amount: \$32.74</b>
190613	S. CALIF. MUNICIPAL ATHLETIC FED	07/08/2022	9128	110404311	2022 MEMB-HUTCHINSON	\$70.00
<b>S. CALIF. MUNICIPAL ATHLETIC FED</b>						<b>Total Check Amount: \$70.00</b>
190614	SOUTH COAST AQMD	07/08/2022	10871	480515161	6714 EMISSIONS FEE	\$151.85
		07/08/2022	10871	480515161	6714 RENEWAL FEES	\$3,089.68
<b>SOUTH COAST AQMD</b>						<b>Total Check Amount: \$3,241.53</b>
190615	JOHN MICHAEL TINIO	07/08/2022	31809	110404541	MICA22 DJ SVCS 6/24	\$500.00
<b>JOHN MICHAEL TINIO</b>						<b>Total Check Amount: \$500.00</b>
190616	TRINITY SOUND COMPANY	07/08/2022	11364	110404542	2022 CONCERTS 7/13	\$984.00
<b>TRINITY SOUND COMPANY</b>						<b>Total Check Amount: \$984.00</b>
190617	TRINITY SOUND COMPANY	07/08/2022	11364	110404542	2022 CONCERTS 7/20	\$984.00

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<b>TRINITY SOUND COMPANY</b>						<b>Total Check Amount: \$984.00</b>
190618	TRINITY SOUND COMPANY	07/08/2022	11364	110404542	2022 CONCERTS 7/27	\$984.00
<b>TRINITY SOUND COMPANY</b>						<b>Total Check Amount: \$984.00</b>
190619	U.S. POSTAL SERVICE	07/08/2022	3284	110111151	BREA LINE FALL 2022	\$3,444.47
<b>U.S. POSTAL SERVICE</b>						<b>Total Check Amount: \$3,444.47</b>
190620	UNIFIRST CORPORATION	07/08/2022	27988	110212131	PD LAUNDRY SVCS 6/13	\$27.88
		07/08/2022	27988	110212131	PD LAUNDRY SVCS 6-27	\$24.88
<b>UNIFIRST CORPORATION</b>						<b>Total Check Amount: \$52.76</b>
190621	URBAN GRAFFITI ENTERPRISES INC.	07/08/2022	4352	110515121	GRAFFITI REMOVAL MAY22	\$2,450.00
<b>URBAN GRAFFITI ENTERPRISES INC.</b>						<b>Total Check Amount: \$2,450.00</b>
190622	HANNAH YOKOO	07/08/2022	29328	110404541	ARTGALLERY CONS SALES	\$79.21
<b>HANNAH YOKOO</b>						<b>Total Check Amount: \$79.21</b>
<b>Check Subtotal</b>						<b>\$336,987.02</b>
V48506	ABBA TERMITE & PEST CONTROL	07/08/2022	15614	110515141	BEE HIVE REMOVAL	\$245.00
<b>ABBA TERMITE &amp; PEST CONTROL</b>						<b>Total Check Amount: \$245.00</b>
V48507	ADMINISTRATIVE & PROF	07/08/2022	3344	110	4010 APEA MEMB 070122	\$540.00
<b>ADMINISTRATIVE &amp; PROF</b>						<b>Total Check Amount: \$540.00</b>
V48508	ADVANCED APPLIED ENGINEERING	07/08/2022	22809	110000000	PLAN CHECK SVCS APR22	(\$158.00)
		07/08/2022	22809	510707977	PLAN CHECK SVCS APR22	\$600.00
		07/08/2022	22809	84032324P	PLAN CHECK SVCS APR22	\$4,108.00
<b>ADVANCED APPLIED ENGINEERING</b>						<b>Total Check Amount: \$4,550.00</b>
V48509	THE ADVANTAGE GROUP	07/08/2022	24539	110	808B FSADEPCAR 070122	\$1,295.04
		07/08/2022	24539	110	808C FSA URMED 070122	\$6,227.88
<b>THE ADVANTAGE GROUP</b>						<b>Total Check Amount: \$7,522.92</b>
V48510	AFLAC-ACCOUNT #EZA73	07/08/2022	22923	110	ACC/CANCER INS JUN22	\$1,199.34
<b>AFLAC-ACCOUNT #EZA73</b>						<b>Total Check Amount: \$1,199.34</b>
V48511	ANAHI LIZBETH ALFEREZ	07/08/2022	31484	110212111	SFST TRAINING (JULY)	\$24.00
<b>ANAHI LIZBETH ALFEREZ</b>						<b>Total Check Amount: \$24.00</b>
V48512	ALL CITY MANAGEMENT SERVICES INC	07/08/2022	6604	110212132	CM FOR PAID INVOICES	(\$14,743.73)
		07/08/2022	6604	110212132	CROSSNG GRDS 3/6-3/19	\$3,066.25
		07/08/2022	6604	110212132	CROSSNG GRDS 4/17-30	\$3,066.25
		07/08/2022	6604	110212132	CROSSNG GRDS 4/3-4/16	\$1,533.13
		07/08/2022	6604	110212132	CROSSNG GRDS 5/1-5/14	\$3,066.25
		07/08/2022	6604	110212132	CROSSNG GRDS 5/15-28	\$3,066.25
		07/08/2022	6604	110212132	CROSSNG GRDS 5/20-4/2	\$3,066.25
		07/08/2022	6604	110212132	CRSSNG GRDS 5/29-6/11	\$889.21
<b>ALL CITY MANAGEMENT SERVICES INC</b>						<b>Total Check Amount: \$3,009.86</b>

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V48513	ALLIANT INSURANCES SVCS	07/08/2022	13785	950000000	ILJAOC 22/23 ACIP INS	\$1,389.00
<b>ALLIANT INSURANCES SVCS</b>						<b>Total Check Amount: \$1,389.00</b>
V48514	ALLSTAR FIRE EQUIPMENT	07/08/2022	8353	110222221	HELMETS	\$3,092.46
<b>ALLSTAR FIRE EQUIPMENT</b>						<b>Total Check Amount: \$3,092.46</b>
V48515	ERIN ALTHEA	07/08/2022	27896	110404541	ARTGALLERY CONS SALES	\$24.50
<b>ERIN ALTHEA</b>						<b>Total Check Amount: \$24.50</b>
V48516	ARC IMAGING RESOURCES	07/08/2022	23273	110404211	PLOTTER PRINTHEADS	\$424.49
		07/08/2022	23273	110404211	PLOTTER SUPPLIES	\$1,289.98
<b>ARC IMAGING RESOURCES</b>						<b>Total Check Amount: \$1,714.47</b>
V48517	ASBURY ENVIRONMENTAL SERVICES	07/08/2022	9144	480515161	OIL FILTER DISPOSAL	\$55.00
		07/08/2022	9144	480515161	USED OIL DISPOSAL	\$95.00
<b>ASBURY ENVIRONMENTAL SERVICES</b>						<b>Total Check Amount: \$150.00</b>
V48518	B & M LAWN AND GARDEN CENTER	07/08/2022	4699	110222221	EQPT REPAIR	\$2,564.43
<b>B &amp; M LAWN AND GARDEN CENTER</b>						<b>Total Check Amount: \$2,564.43</b>
V48519	HEATHER BOWLING	07/08/2022	24933	110404541	MILEAGE JUL21-JUN22	\$143.28
<b>HEATHER BOWLING</b>						<b>Total Check Amount: \$143.28</b>
V48520	BPSEA MEMORIAL FOUNDATION	07/08/2022	14990	110	4050 MEMORIAL 070122	\$150.50
<b>BPSEA MEMORIAL FOUNDATION</b>						<b>Total Check Amount: \$150.50</b>
V48521	BREA AUTO SERVICE	07/08/2022	12780	480515161	INSTALL SPRINGS	\$125.00
<b>BREA AUTO SERVICE</b>						<b>Total Check Amount: \$125.00</b>
V48522	BREA CITY EMPLOYEES ASSOCIATION	07/08/2022	3236	110	4005 BCEA MEMB 070122	\$564.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>						<b>Total Check Amount: \$564.00</b>
V48523	BREA FIREFIGHTERS ASSOCIATION	07/08/2022	3237	110	4016ASSOC MEMB 070122	\$2,894.75
<b>BREA FIREFIGHTERS ASSOCIATION</b>						<b>Total Check Amount: \$2,894.75</b>
V48524	BREA POLICE ASSOCIATION	07/08/2022	3769	110	4030 BPA REG 070122	\$3,400.00
<b>BREA POLICE ASSOCIATION</b>						<b>Total Check Amount: \$3,400.00</b>
V48525	BREA POLICE ATHLETIC LEAGUE	07/08/2022	1068	110	5010 B.P.A.L. 070122	\$132.50
<b>BREA POLICE ATHLETIC LEAGUE</b>						<b>Total Check Amount: \$132.50</b>
V48526	BREA POLICE MANAGEMENT ASSOCIATION	07/08/2022	21189	110	4019 LDF MEMB 070122	\$9.50
		07/08/2022	21189	110	4020 PMA MEMB 070122	\$162.50
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>						<b>Total Check Amount: \$172.00</b>
V48527	BREA/ORANGE COUNTY PLUMBING	07/08/2022	3781	490515151	BACKFLOW TESTING	\$650.00
		07/08/2022	3781	490515151	URINAL STOPPAGE	\$401.50
<b>BREA/ORANGE COUNTY PLUMBING</b>						<b>Total Check Amount: \$1,051.50</b>
V48528	C. WELLS PIPELINE MATERIALS INC	07/08/2022	13055	510707454	PIPELINE MATERIALS	\$1,881.44
		07/08/2022	13055	510707466	PIPELINE MATERIALS	\$1,392.16
		07/08/2022	13055	510707626	PIPELINE MATERIALS	\$814.31
<b>C. WELLS PIPELINE MATERIALS INC</b>						<b>Total Check Amount: \$4,087.91</b>

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V48529	CALIFORNIA DOMESTIC WATER CO	07/08/2022	3388	420515131	WTR CONSUMPTION JUN22	\$4,144,283.98
<b>CALIFORNIA DOMESTIC WATER CO</b>					<b>Total Check Amount:</b>	<b>\$4,144,283.98</b>
V48530	CANNINGS ACE HARDWARE	07/08/2022	15828	480515161	WHEEL BARROW TIRE	\$67.10
<b>CANNINGS ACE HARDWARE</b>					<b>Total Check Amount:</b>	<b>\$67.10</b>
V48531	RYAN HENRY CARDENAS	07/08/2022	30157	110212111	SFST TRAINING (JULY)	\$24.00
<b>RYAN HENRY CARDENAS</b>					<b>Total Check Amount:</b>	<b>\$24.00</b>
V48532	CASCADE FIRE EQUIPMENT	07/08/2022	6448	110222221	FIRE STN SUPPLIES FS4	\$792.32
<b>CASCADE FIRE EQUIPMENT</b>					<b>Total Check Amount:</b>	<b>\$792.32</b>
V48533	ANDREW P CATOR	07/08/2022	6646	460141474	MILEAGE JUNE 2022	\$245.70
<b>ANDREW P CATOR</b>					<b>Total Check Amount:</b>	<b>\$245.70</b>
V48534	CENTRALSQUARE TECHNOLOGIES, LLC	07/08/2022	29643	475141471	22/23 FINPRO SUBS/MNT	\$51,426.21
<b>CENTRALSQUARE TECHNOLOGIES, LLC</b>					<b>Total Check Amount:</b>	<b>\$51,426.21</b>
V48535	COMLOCK SECURITY-GROUP	07/08/2022	13625	490515151	KEYS	\$35.71
<b>COMLOCK SECURITY-GROUP</b>					<b>Total Check Amount:</b>	<b>\$35.71</b>
V48536	CORE & MAIN LP	07/08/2022	27049	420515131	WATER METERS+ENCODERS	\$12,112.21
<b>CORE &amp; MAIN LP</b>					<b>Total Check Amount:</b>	<b>\$12,112.21</b>
V48537	CSG CONSULTANTS	07/08/2022	25540	110000000	PLAN CHECK SVCS DEC21	\$997.50
		07/08/2022	25540	110000000	PLAN CHECK SVCS MAY22	\$315.00
		07/08/2022	25540	84032324P	PLAN CHECK SVCS DEC21	\$4,940.00
		07/08/2022	25540	84032324P	PLAN CHECK SVCS MAY22	\$1,560.00
<b>CSG CONSULTANTS</b>					<b>Total Check Amount:</b>	<b>\$7,812.50</b>
V48538	DANIELS TIRE SERVICE	07/08/2022	3133	480515161	WHEEL ALIGNMENT	\$99.00
<b>DANIELS TIRE SERVICE</b>					<b>Total Check Amount:</b>	<b>\$99.00</b>
V48539	DEVICES FOR LIFE, LLC	07/08/2022	20410	110212131	22/23 DFL COMPL/MNT	\$2,700.00
<b>DEVICES FOR LIFE, LLC</b>					<b>Total Check Amount:</b>	<b>\$2,700.00</b>
V48540	AMANDA DIAZ DBA PANACHE	07/08/2022	27402	110404542	ARTGALLERY CONS SALES	\$286.74
<b>AMANDA DIAZ DBA PANACHE</b>					<b>Total Check Amount:</b>	<b>\$286.74</b>
V48541	ERIN VAUGHAN ILLUSTRATION	07/08/2022	26610	110404541	ARTGALLERY CONS SALES	\$81.99
<b>ERIN VAUGHAN ILLUSTRATION</b>					<b>Total Check Amount:</b>	<b>\$81.99</b>
V48542	ROBBERT EARL EVANS	07/08/2022	30614	110212111	SFST TRAINING (JULY)	\$24.00
<b>ROBBERT EARL EVANS</b>					<b>Total Check Amount:</b>	<b>\$24.00</b>
V48543	FIBER AND GLOSS LLC	07/08/2022	29673	110404541	ARTGALLERY CONS SALES	\$51.46
<b>FIBER AND GLOSS LLC</b>					<b>Total Check Amount:</b>	<b>\$51.46</b>
V48544	GENERAC POWER SYSTEMS INC	07/08/2022	24827	510707471	BP#3 GENERATOR	\$46,607.44
<b>GENERAC POWER SYSTEMS INC</b>					<b>Total Check Amount:</b>	<b>\$46,607.44</b>
V48545	DON GOLDEN	07/08/2022	10729	110000000	INSP SVCS 6/16-6/30	(\$5,986.00)
		07/08/2022	10729	84032324I	INSP SVCS 6/16-6/30	\$16,936.00



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<b>DON GOLDEN</b>						<b>Total Check Amount: \$10,950.00</b>
V48546	RAY GONZALEZ	07/08/2022	31019	110404424	UMPIRE FEES 6/27/22	\$102.00
<b>RAY GONZALEZ</b>						<b>Total Check Amount: \$102.00</b>
V48547	GABRIEL HANNAH	07/08/2022	17533	110404424	UMPIRE FEES 6/27/22	\$102.00
<b>GABRIEL HANNAH</b>						<b>Total Check Amount: \$102.00</b>
V48548	INTELESYSONE, INC.	07/08/2022	28212	475141471	22/23 MITEL SUPP/MNT	\$22,063.00
<b>INTELESYSONE, INC.</b>						<b>Total Check Amount: \$22,063.00</b>
V48549	K PRO STONE CARE	07/08/2022	20535	110515141	BJH PARK RR DEEPCLEAN	\$3,985.00
		07/08/2022	20535	110515141	TAMARACK RR DEEPCLEAN	\$4,895.00
<b>K PRO STONE CARE</b>						<b>Total Check Amount: \$8,880.00</b>
V48550	KIMLEY-HORN AND ASSOCIATES, INC.	07/08/2022	26302	110323231	LEAPGRANT HSG ORD UPD	\$4,601.00
<b>KIMLEY-HORN AND ASSOCIATES, INC.</b>						<b>Total Check Amount: \$4,601.00</b>
V48551	WILLIAM H KOFFMAN	07/08/2022	30608	110404541	ARTGALLERY CONS SALES	\$68.60
<b>WILLIAM H KOFFMAN</b>						<b>Total Check Amount: \$68.60</b>
V48552	MAHNAZ KOHSARI	07/08/2022	12368	475141471	MILEAGE JUNE 2022	\$4.56
<b>MAHNAZ KOHSARI</b>						<b>Total Check Amount: \$4.56</b>
V48553	MARION LEE	07/08/2022	29317	110404541	ARTGALLERY CONS SALES	\$87.50
<b>MARION LEE</b>						<b>Total Check Amount: \$87.50</b>
V48554	LEHR	07/08/2022	26035	480515161	LIGHT INSTALL	\$673.10
<b>LEHR</b>						<b>Total Check Amount: \$673.10</b>
V48555	LIEBERT CASSIDY WHITMORE	07/08/2022	2489	110141481	PROF SVCS 00001 MAY22	\$663.00
<b>LIEBERT CASSIDY WHITMORE</b>						<b>Total Check Amount: \$663.00</b>
V48556	LIFE-ASSIST, INC.	07/08/2022	10530	174222222	PM SUPPLIES FS1	\$324.33
		07/08/2022	10530	174222222	PM SUPPLIES FS2	\$1,214.70
<b>LIFE-ASSIST, INC.</b>						<b>Total Check Amount: \$1,539.03</b>
V48557	LINCOLN AQUATICS	07/08/2022	17902	110404422	BULK CHEMICALS	\$377.05
<b>LINCOLN AQUATICS</b>						<b>Total Check Amount: \$377.05</b>
V48558	LINEGEAR	07/08/2022	23894	110222221	FIRE/RESCUE EQPT	\$21.01
<b>LINEGEAR</b>						<b>Total Check Amount: \$21.01</b>
V48559	LM PAINTING & CONST/LEO'S A/C	07/08/2022	19676	110222223	PAINT PROJ @ FS3	\$2,300.00
		07/08/2022	19676	490515151	PAINT PROJ - LIBRARY	\$4,300.00
<b>LM PAINTING &amp; CONST/LEO'S A/C</b>						<b>Total Check Amount: \$6,600.00</b>
V48560	JASON LOGAN	07/08/2022	19659	110404424	REFEREE FEE 6/26-6/28	\$1,080.00
<b>JASON LOGAN</b>						<b>Total Check Amount: \$1,080.00</b>
V48561	MADISON RAE MAHER	07/08/2022	30612	110212111	SFST TRAINING (JULY)	\$24.00
<b>MADISON RAE MAHER</b>						<b>Total Check Amount: \$24.00</b>
V48562	JENNIFER MANZELLA	07/08/2022	23036	950000000	ILJAOJ JM MLG JAN-JUN	\$38.26
<b>JENNIFER MANZELLA</b>						<b>Total Check Amount: \$38.26</b>



# City Disbursement Register

Between Jul 4, 2022 12:00 AM and Jul 8, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V48563	ARLENE MINER	07/08/2022	21410	110141411	MILEAGE JUNE 2022	\$18.14
<b>ARLENE MINER</b>						<b>Total Check Amount: \$18.14</b>
V48564	NICKEY PETROLEUM CO., INC.	07/08/2022	6667	480515161	OIL	\$3,527.30
<b>NICKEY PETROLEUM CO., INC.</b>						<b>Total Check Amount: \$3,527.30</b>
V48565	NORDIC FOX DESIGN CO., LLC	07/08/2022	28087	110404541	ARTGALLERY CONS SALES	\$67.75
<b>NORDIC FOX DESIGN CO., LLC</b>						<b>Total Check Amount: \$67.75</b>
V48566	DAVID ALEJANDRO ORTIZ	07/08/2022	30613	110212111	SFST TRAINING (JULY)	\$24.00
		07/08/2022	30613	110212111	TRAINING EXPENSES	\$66.25
<b>DAVID ALEJANDRO ORTIZ</b>						<b>Total Check Amount: \$90.25</b>
V48567	PLUMBING WHOLESALE OUTLET, INC.	07/08/2022	18392	490515151	HOLDING CELL RR RPR	\$252.74
<b>PLUMBING WHOLESALE OUTLET, INC.</b>						<b>Total Check Amount: \$252.74</b>
V48568	PROFORCE LAW ENFORCEMENT	07/08/2022	25486	110212131	RANGE SUPPLIES	\$2,000.48
<b>PROFORCE LAW ENFORCEMENT</b>						<b>Total Check Amount: \$2,000.48</b>
V48569	RCS INVESTIGATIONS & CONSULTING LLC	07/08/2022	22534	110212111	BCKGRND INVESTIGATION	\$1,750.00
<b>RCS INVESTIGATIONS &amp; CONSULTING LLC</b>						<b>Total Check Amount: \$1,750.00</b>
V48570	RICHARDS, WATSON & GERSHON	07/08/2022	8978	110111112	0187 COVID-19 APR22	\$95.00
		07/08/2022	8978	110111112	0198 RIOS ET AL APR22	\$411.20
		07/08/2022	8978	410515132	162 STA ANA MS4 APR22	\$174.00
<b>RICHARDS, WATSON &amp; GERSHON</b>						<b>Total Check Amount: \$680.20</b>
V48571	ROLLINS, INC DBA ORKIN, LLC.	07/08/2022	30616	110515125	PEST CONTROL MAY 2022	\$339.15
		07/08/2022	30616	110515141	PEST CONTROL MAY 2022	\$239.40
		07/08/2022	30616	420515131	PEST CONTROL MAY 2022	\$179.55
		07/08/2022	30616	490515151	PEST CONTROL MAY 2022	\$1,236.90
<b>ROLLINS, INC DBA ORKIN, LLC.</b>						<b>Total Check Amount: \$1,995.00</b>
V48572	ROTH STAFFING COMPANIES LP	07/08/2022	27579	110222211	TEMP STAFF 6/12/2022	\$923.81
<b>ROTH STAFFING COMPANIES LP</b>						<b>Total Check Amount: \$923.81</b>
V48573	SC FUELS	07/08/2022	16654	480515161	CLR DIESEL 1200 GALS	\$7,014.25
		07/08/2022	16654	480515161	CLR DIESEL 1760 GALS	\$10,231.02
		07/08/2022	16654	480515161	UNL ETH 3973.8 GALS	\$21,588.96
<b>SC FUELS</b>						<b>Total Check Amount: \$38,834.23</b>
V48574	SPECTRUM GAS PRODUCTS, INC.	07/08/2022	16060	174222222	PM SUPPLIES FS2	\$349.08
<b>SPECTRUM GAS PRODUCTS, INC.</b>						<b>Total Check Amount: \$349.08</b>
V48575	SWAGIT PRODUCTIONS LLC	07/08/2022	24078	475141471	22/23 A.QUICK LIC/MNT	\$17,200.00
<b>SWAGIT PRODUCTIONS LLC</b>						<b>Total Check Amount: \$17,200.00</b>
V48576	TARGETSOLUTIONS LEARNING, LLC	07/08/2022	25777	110222221	22/23 VECTOR MEMB/MNT	\$4,473.50
<b>TARGETSOLUTIONS LEARNING, LLC</b>						<b>Total Check Amount: \$4,473.50</b>
V48577	TROPICAL PLAZA NURSERY, INC	07/08/2022	2062	110515143	GATEWAY CTR MAY 2022	\$1,370.00
		07/08/2022	2062	345515112	MD5 LANDSCAPE MAY22	\$2,597.00

# City Disbursement Register

Between Jul 4, 2022 12:00 AM and Jul 8, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V48577	TROPICAL PLAZA NURSERY, INC	07/08/2022	2062	420515131	CITY RESERVOIRS MAY22	\$1,583.00
<b>TROPICAL PLAZA NURSERY, INC</b>					<b>Total Check Amount:</b>	<b>\$5,550.00</b>
V48578	TYLER TECHNOLOGIES, INC.	07/08/2022	25937	951	ILJAOC BRAZOS 2223MNT	\$42,907.74
<b>TYLER TECHNOLOGIES, INC.</b>					<b>Total Check Amount:</b>	<b>\$42,907.74</b>
V48579	UNITED ROTARY BRUSH CORPORATION	07/08/2022	16649	480515161	SWEEPER BROOMS	\$533.88
<b>UNITED ROTARY BRUSH CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$533.88</b>
V48580	VALLEY POWER SYSTEMS, INC.	07/08/2022	16506	480515161	DEF + FAN HUB REPAIR	\$4,715.54
<b>VALLEY POWER SYSTEMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$4,715.54</b>
V48581	WALTERS WHOLESALE ELECTRIC	07/08/2022	1667	490515151	ELECTRICAL PARTS	\$29.96
<b>WALTERS WHOLESALE ELECTRIC</b>					<b>Total Check Amount:</b>	<b>\$29.96</b>
V48582	WEST COAST ARBORISTS, INC.	07/08/2022	1556	110515142	TREE MNT 3/16-3/31	\$5,451.20
		07/08/2022	1556	110515142	TREE MNT 4/1-4/15	\$3,224.00
		07/08/2022	1556	110515142	TREE MNT 4/16-4/30	\$150.72
		07/08/2022	1556	110515142	TREE MNT 5/1-5/15	\$2,717.82
		07/08/2022	1556	110515142	TREE MNT 5/16-5/31	\$2,522.62
		07/08/2022	1556	110515142	TREE TRIM 3/16-3/31	\$5,738.85
		07/08/2022	1556	110515148	MULCH	\$294.20
		07/08/2022	1556	343515112	TREE REMOVAL 5/1-5/15	\$3,252.48
		07/08/2022	1556	345515112	TREE REMOVAL 5/1-5/15	\$3,309.75
		07/08/2022	1556	345515112	TREE TRIM 5/16-5/31	\$1,985.85
		07/08/2022	1556	345515112	TREE TRIM 6/1-6/15	\$1,323.90
		07/08/2022	1556	346515112	TREE TRIM 3/16-3/31	\$1,765.20
		07/08/2022	1556	346515112	TREE TRIM 6/1-6/15	\$661.95
		07/08/2022	1556	347515112	STUMP REM 4/1-4/15	\$81.64
<b>WEST COAST ARBORISTS, INC.</b>					<b>Total Check Amount:</b>	<b>\$32,480.18</b>
V48583	WESTERN GOLF PROPERTIES, LLC	07/08/2022	29071	465000000	BIRCH HLLS S/TX JUN22	\$5,067.67
		07/08/2022	29071	465000000	BIRCH HLLS TIPS JUN22	\$7,506.63
		07/08/2022	29071	465000000	BREA CREEK S/TX JUN22	\$1,223.02
		07/08/2022	29071	465515149	BIRCH HILLS CGS JUN22	\$25,028.85
		07/08/2022	29071	465515149	BIRCH HLLS MGMT JUN22	\$142,875.00
		07/08/2022	29071	465515149	BIRCH HLLS MGMT MAY22	\$142,875.00
		07/08/2022	29071	465515149	BREA CREEK CGS JUN22	\$7,624.60
		07/08/2022	29071	465515149	BREA CREEK MGMT JUN22	\$58,909.00
		07/08/2022	29071	465515149	BREA CREEK MGMT MAY22	\$58,909.00
		07/08/2022	29071	465515149	MAY22 CHGS ADJ TO PO	(\$201,784.00)
<b>WESTERN GOLF PROPERTIES, LLC</b>					<b>Total Check Amount:</b>	<b>\$248,234.77</b>
V48584	CHRISTINE WHITE	07/08/2022	18977	110222211	WELCOMELUNCH NEWHIRES	\$70.40

## City Disbursement Register

Between Jul 4, 2022 12:00 AM and Jul 8, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
CHRISTINE WHITE						Total Check Amount: \$70.40
V48585	RACHEL E. MCCULLOUGH-ZAMORA	07/08/2022	29068	110404541	ARTGALLERY CONS SALES	\$33.24
RACHEL E. MCCULLOUGH-ZAMORA						Total Check Amount: \$33.24
Voucher Subtotal						\$4,769,990.08
TOTAL						\$5,106,977.10

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 07/19/2022

**SUBJECT:** Monthly Report of Cash Investments for the Successor Agency to the Brea  
Redevelopment Agency for Period Ending May 31, 2022

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**RECOMMENDATION**

Receive and file.

**BACKGROUND/DISCUSSION**

The Monthly Report of Cash and Investments is in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the Successor Agency's cash and investment activities for the month of May. Funds received by the Successor Agency are typically spent within three to six months, therefore are not invested long-term. The Successor Agency's Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account until funds are required to meet expenditures needs.

Attachment A includes a Cash and Investment Information Summary and a Monthly Account Statement prepared by Chandler Asset Management (Chandler) for the funds invested on behalf of the Successor Agency. As of May 31, 2022, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$19,026.48 in comparison to \$19,015.44 at April 30, 2022. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

The Successor Agency also has restricted (fiscal agent) cash and investment accounts related to its various bond reserve accounts, which are managed by Chandler and held by the Agency's third-party custodian, The Bank of New York Mellon Trust Company, N.A. (BNY), as required. BNY acts as an agent of the Successor Agency and is not a counterparty to the investment transaction and all securities are held in the name of the Successor Agency. The custodial accounts have been reconciled to the par value of the applicable portfolio report for the month. Attachment A includes a portfolio report from Chandler for each bond reserve account that is invested. As of May 31, 2022, the market value of these funds, including short-term cash and accrued interest was \$11,939,444.85 as compared to \$11,939,150.90 as of April 30, 2022.

**FISCAL IMPACT/SUMMARY**

During the month of April, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$11.04 and the total value of restricted cash and cash investments increased by \$293.95; both due to market rate adjustments.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Anthony Godoy, Management Analyst II  
Concurrence: Kristin Griffith, Administrative Services Director

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**Attachments**

Attachment A

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**Successor Agency to the Brea Redevelopment Agency**  
**Cash and Investment Information**  
May 31, 2022

		<b>Book Value</b>	<b>Market Value*</b>
<b>Demand and Interest-Bearing Checking Accounts</b>	Citizen's Bank	<b>\$ 2,043,723.03</b>	<b>\$ 2,043,723.03</b>
<b>Local Agency Investment Fund</b>	LAIF	<b>\$ 19,006.68</b>	<b>\$ 19,026.48</b>
<b><u>Fiscal Agent Cash &amp; Investments</u></b>			
2004 Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ -	\$ -
2010 Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ -	\$ -
2013 Tax Allocation Bonds	Chandler/BNY	\$ 9,467,372.50	\$ 9,467,372.50
2016 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,278,298.64	\$ 1,278,298.64
2017 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,193,773.71	\$ 1,193,773.71
<b>Sub-total - Fiscal Agent Cash &amp; Investments</b>		<b>\$ 11,939,444.85</b>	<b>\$ 11,939,444.85</b>
<b>Grand Total</b>		<b>\$ 14,002,174.56</b>	<b>\$ 14,002,194.36</b>

\* Includes accrued interest on invested funds

**Successor Agency to the Brea Redevelopment Agency**  
**Cash and Investment Information**  
May 31, 2022

<b>Fiscal Agent Cash &amp; Investments Detail</b>	<b>Book Value</b>	<b>Market Value</b>
2004 Brea Public Financing Authority Lease Revenue Bond - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ -	\$ -
<b>Sub-total</b>	<b>\$ -</b>	<b>\$ -</b>
2010 Brea Public Financing Authority Lease Revenue Bond - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ -	\$ -
<b>Sub-total</b>	<b>\$ -</b>	<b>\$ -</b>
2013 Tax Allocation Bonds - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 9,467,372.50	\$ 9,467,372.50
<b>Sub-total</b>	<b>\$ 9,467,372.50</b>	<b>\$ 9,467,372.50</b>
2016 Tax Allocation Refunding Bonds, Series A & B - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 1,278,298.64	\$ 1,278,298.64
<b>Sub-total</b>	<b>\$ 1,278,298.64</b>	<b>\$ 1,278,298.64</b>
2017 Tax Allocation Refunding Bonds, Series A & B - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 1,193,773.71	\$ 1,193,773.71
<b>Sub-total</b>	<b>\$ 1,193,773.71</b>	<b>\$ 1,193,773.71</b>
<b>Report Grand Total</b>	<b>\$ 11,939,444.85</b>	<b>\$ 11,939,444.85</b>

**Successor Agency to the Brea Redevelopment Agency**  
**Accounting of Cash Receipts, Disbursements and Balances**  
**For the Month of May 2022**

<b>Fund</b>	<b>Fund Name</b>	<b>Cash Balance 04/30/22 <sup>1</sup></b>	<b>Cash Receipts <sup>2</sup></b>	<b>Cash Disbursements <sup>2</sup></b>	<b>Cash Balance 05/31/22 <sup>1</sup></b>
511	PROJECT AREA AB - PERMANENT	23,239.64	7,750.00	(1,704.33)	29,285.31
526	2011 B TAX ALLOC BONDS	992.31	-	-	992.31
731	PROJECT AREA AB - DEBT SERVICE	1,816,768.17	5,000.00	-	1,821,768.17
732	PROJECT AREA C - PERMANENT	19,284.36	5,000.00	-	24,284.36
813	PROJECT AREA C - DEBT SERVICE	172,320.36	12,500.00	-	184,820.36
816	REDEVELOP OBLIGATION RETIREMENT	64.75	30,250.00	(30,250.00)	64.75
<b>Subtotal of Cash and Investments Held in City Funds</b>		2,032,669.59	60,500.00	(31,954.33)	2,061,215.26
<b><u>DEDUCT</u></b>					
931	CASH HELD AS INVESTMENTS	(17,581.84)	89.61	-	(17,492.23)
		2,015,087.75	60,589.61	(31,954.33)	

**Cash Balance per General Ledger as of 05/31/22 \$ 2,043,723.03**

<b>Reconciliation of Cash Held As Investments in Fund 931</b>	<b>Balance 5/31/2022</b>
Investments Held in LAIF	19,006.68
Unallocated Interest Earnings	(1,514.45)
<b>Investment Balances held in Fund 931</b>	<b>\$ 17,492.23</b>

1 Cash balances between funds are subject to change due to 1. Interest Allocation 2. Subsequent Journal Entries.

2 Cash receipts and disbursements may include accounting entries between funds.





# Successor Agency to the Brea RDA LAIF

Account #10166

## Portfolio Summary

As of May 31, 2022

### PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	0.73%
Average Purchase YTM	0.73%
Average Market YTM	0.73%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

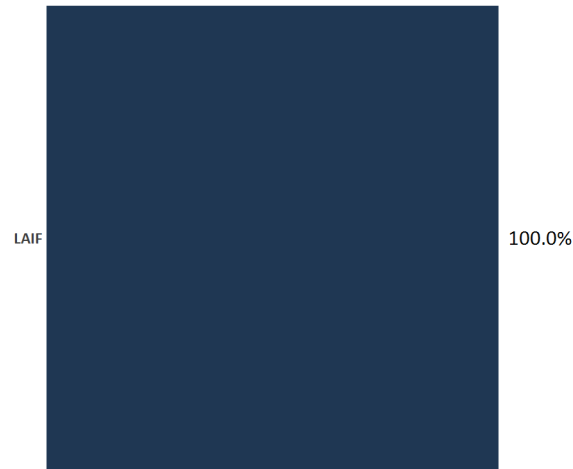
### ACCOUNT SUMMARY

	Beg. Values as of 4/30/22	End Values as of 5/31/22
Market Value	19,007	19,007
Accrued Interest	9	20
Total Market Value	<b>19,015</b>	<b>19,026</b>
Income Earned	9	11
Cont/WD		0
Par	19,007	19,007
Book Value	19,007	19,007
Cost Value	19,007	19,007

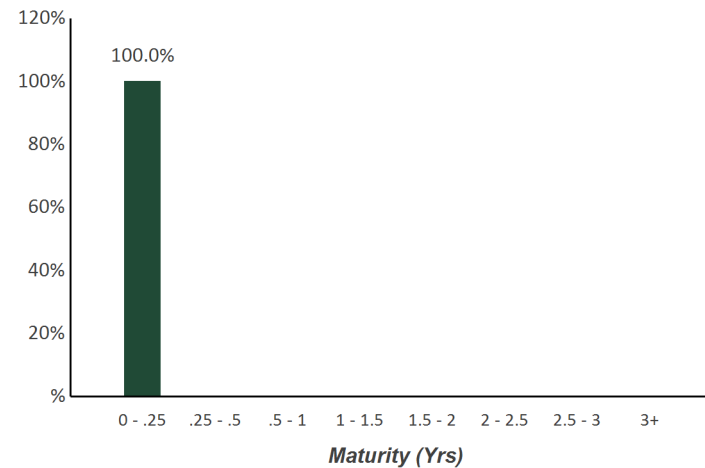
### TOP ISSUERS

Local Agency Investment Fund	100.0%
<b>Total</b>	<b>100.0%</b>

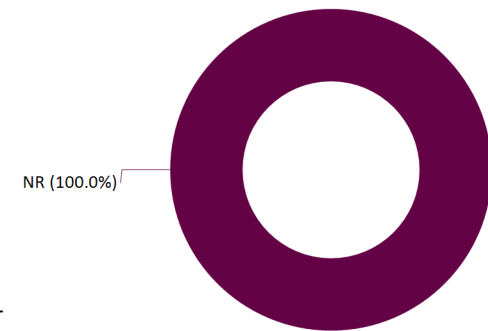
### SECTOR ALLOCATION



### MATURITY DISTRIBUTION



### CREDIT QUALITY (S&P)





## Successor Agency to the Brea RDA LAIF

## Holdings Report

Account #10166

As of May 31, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>LAIF</b>									
90LAIF\$00	Local Agency Investment Fund State Pool	19,006.68	Various 0.73%	19,006.68 19,006.68	1.00 0.73%	19,006.68 19.80	100.00% 0.00	NR / NR NR	0.00 0.00
<b>Total LAIF</b>		<b>19,006.68</b>	<b>0.73%</b>	<b>19,006.68</b> <b>19,006.68</b>	<b>0.73%</b>	<b>19,006.68</b> <b>19.80</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL PORTFOLIO</b>		<b>19,006.68</b>	<b>0.73%</b>	<b>19,006.68</b> <b>19,006.68</b>	<b>0.73%</b>	<b>19,006.68</b> <b>19.80</b>	<b>100.00%</b> <b>0.00</b>	<b>NR / NR</b> <b>NR</b>	<b>0.00</b> <b>0.00</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>19,026.48</b>			





## Successor Agency to the Brea RDA LAIF

## Income Earned

Account #10166

As of May 31, 2022

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>LOCAL AGENCY INVESTMENT FUND</b>						
90LAIF\$00	Local Agency Investment Fund	Various	19,006.68	8.76	0.00	11.04
	State Pool	Various	0.00	0.00	0.00	
		19,006.68	0.00	19.80	0.00	
			19,006.68	11.04	11.04	
			<b>19,006.68</b>	<b>8.76</b>	<b>0.00</b>	
			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
			<b>0.00</b>	<b>19.80</b>	<b>0.00</b>	
<b>Total Local Agency Investment Fund</b>			<b>19,006.68</b>	<b>11.04</b>	<b>11.04</b>	<b>11.04</b>
			<b>19,006.68</b>	<b>8.76</b>	<b>0.00</b>	
			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
			<b>0.00</b>	<b>19.80</b>	<b>0.00</b>	
<b>TOTAL PORTFOLIO</b>			<b>19,006.68</b>	<b>11.04</b>	<b>11.04</b>	<b>11.04</b>

Cash Flow Report  
As of May 31, 2022

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2022	Dividend	90LAIF\$00	1,159,182.93	Local Agency Investment Fund State Pool	0.00	18.28	18.28
JUL 2022					0.00	18.28	18.28
TOTAL					0.00	18.28	18.28



## Successor Agency to the Brea RDA LAIF

## Important Disclosures

Account #10166

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

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

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

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

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

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

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

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

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 07/19/2022  
**SUBJECT:** June 24 and 30, 2022 Successor Agency Disbursement Registers

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**RECOMMENDATION**

Receive and file.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Anthony Godoy, Management Analyst II  
Concurrence: Kristin Griffith, Administrative Services Director

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**Attachments**

06-24-2022 Successor Agency Disbursement Register  
06-30-2022 Successor Agency Disbursement Register

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## Successor Agency Disbursement Register

Between Jun 20, 2022 12:00 AM and Jun 24, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SAW22005	SIMON PROPERTY GROUP, INC.	06/21/2022	4077	731000000	BREA MALL OPA PAYMENT	\$1,768,673.00
<b>SIMON PROPERTY GROUP, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,768,673.00</b>

**Overall - Total    \$1,768,673.00**



## Successor Agency Disbursement Register

*Between Jun 27, 2022 12:00 AM and Jun 30, 2022 11:59 PM*

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2841	CITY OF BREA	06/30/2022	1003	511	REIMB COST 21/22 MAY	\$1,903.64
CITY OF BREA					Total Check Amount:	\$1,903.64

**Overall - Total    \$1,903.64**