



BREA CIVIC & CULTURAL CENTER | 1 Civic Center Circle | Brea, California 92821 | www.cityofbrea.net

**City Council, Successor Agency to the
Brea Redevelopment Agency, Brea Arts
Corporation, Brea Public Financing Authority and
Industrial Development Commission Agenda**

Tuesday, December 6, 2022

5:45 p.m. - Closed Session

6:00 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. 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 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.

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. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

CLOSED SESSION
5:45 p.m. - Executive Conference Room
Level Three

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.

2. 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: Brea Firefighters Association FLSA Matter

STUDY SESSION
6:00 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

3. Public Comment

4. Clarify Regular Meeting Topics

DISCUSSION ITEMS

5. Fire Engine Apparatus Financing Options

6. Overview of the Police Department's Integrated Crime Center

REPORT

7. Council Member Report/Requests

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

CALL TO ORDER/ ROLL CALL - COUNCIL

8. Pledge of Allegiance: Boy Scout Troop 707

9. Invocation: Pastor Dave Tebay, Calvary Community Church

10. Report - Prior Study Session

11. **Community Announcements**
12. **Matters from the Audience**
13. **Response to Public Inquiries - Mayor / City Manager**

NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION RESULTS

14. **Results and Certification of the November 8, 2022 General Municipal Election** - Adopt Resolution No. 2022-080 establishing the Ballot Count and declaring the results of the November 8, 2022 General Municipal Election. The County has not invoiced for the election costs, however funds were allocated in the FY 2022/23 Budget.
 1. **Presentation to Retiring Official**
 2. **Presentation to Outgoing Mayor**
 3. **Oaths of Office, Seat Newly Elected Council Member and Introduction**

COUNCIL / AGENCY / AUTHORITY / CORPORATION / COMMISSION REORGANIZATION

15. **Election of Mayor/Chair and Introductions**
16. **Election of Mayor Pro Tem/Vice Chair, Reseating and Introductions**

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

17. **November 15, 2022 City Council Regular Meeting Minutes** - Approve.
18. **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.
19. **Community Facilities Districts Annual Financial Report for the Fiscal Year Ended June 30, 2022** - Receive and file.
20. **City iPad Replacement Purchase** - Authorize the City's Procurement and Contracts Administrator, or designee, to provide a Purchase Order for the replacement of existing City iPads. The Fiscal Year 2022-23 budget includes funding for the iPad replacements. The total cost of the new iPads is approximately \$34,500. The new iPads will be purchased from the Apple Store in the Brea Mall, which additionally results in sales tax revenue generated for the City. There will be no further impact to the budget.

21. **Lease and Maintenance of Digital Printing/Copying Equipment** - Issue annual purchase orders and execute lease and maintenance agreements with Xerox Corporation for a total cost of \$175,591 based on a 60-month lease of digital printing/copying equipment including as-needed print charges. The lease with Xerox will result in projected savings to the General Fund of \$67,874 over the five-year agreement. Sufficient funds for the execution of the lease agreements are available in the General Fund operating budget.
22. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2021-22** - Adopt Resolution No. 2022-077 and 2022-078 appropriating funds to adjust the Fiscal Year 2021-22 City Operating and Capital Improvement Program Budgets.
23. **Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2022** - Receive and file.
24. **Orange County Transportation Authority Annual Measure M2 Expenditure Report** - Adopt Resolution No. 2022-079 concerning the Measure M expenditure report. Authorize staff to amend the Orange County Transportation Authority (OCTA) Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2022-23 through 2028-29 to include CIP 7251, SR-57 Freeway/Lambert Road Interchange Project.
25. **Approve Purchase and Replacement of Voice Logger System in Police Dispatch** - Appropriate \$62,000 from the FY 2022-23 Operating Budget to purchase a replacement voice logger system for Police Dispatch. There is sufficient fund balance in the General Fund for this request.
26. **2023 Brea Legislative Platform** - Adopt the 2023 City of Brea Legislative Platform to coincide with the upcoming legislative session. There is no fiscal impact to the General Fund.
27. **Second Reading of Ordinance - Zone Change No. 2021-01** - Adopt Ordinance No. 1234, an Ordinance of the City Of Brea approving Zone Change No. 2021-01 to amend the Zoning designations of three (3) housing opportunity sites and three (3) additional potential sites identified in the City's 6th Cycle Housing Element, as part of the Housing Element implementation effort.
28. **Approval of Memorandum of Understanding between the City of Brea and the Brea Police Association** - Adopt Resolution No. 2022-081 approving Memorandum of Understanding (MOU) with the Brea Police Association (BPA).
29. **Monthly Report of Cash and Investments for the City of Brea for Period Ended September 30, 2022** - Receive and file.
30. **November 18 and 25, 2022 City Disbursement Registers** - Receive and file.

CITY/ SUCCESSOR AGENCY - CONSENT

31. **Monthly Report of Cash and Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended September 30, 2022**- Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS

32. **City Manager**

33. City Attorney

34. Council Requests

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/06/2022
SUBJECT: Fire Engine Apparatus Financing Options

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Michael Ho, PE, Director of Public Works / City Engineer

Attachments

Presentation

Fire Apparatus Purchase Options

City Council Study Session

Background



- At October 18, 2022 City Council Study Session meeting, staff proposed purchase of various Fire Apparatus
- Staff recommended purchase of a total of three fire apparatus
- Council directed staff to purchase two fire apparatus and lease one fire apparatus

Financing Options



1. <u>100% Prepayment</u>	<u>\$907,527.84</u>
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Includes \$39,625 discount, taxes & fees

2. <u>5 YR Lease @ 4.72%</u>	<u>\$1,039,981.30</u>
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Includes \$39,625 discount, taxes, fees & interest

Difference (-\$132,453.46)

Staff Recommends Option 1 – Prepayment

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/06/2022
SUBJECT: Overview of the Police Department's Integrated Crime Center

BACKGROUND/DISCUSSION

Chief Adam Hawley, Lt. Harvey, and representatives from Motorola Solutions Inc. will provide City Council with an overview of the Police Department's Proposed Integrated Crime Center.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Adam Hawley, Police Chief

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: Results and Certification of the November 8, 2022 General Municipal Election

RECOMMENDATION

Adopt Resolution No. 2022-080 establishing the Ballot Count and declaring the results of the November 8, 2022 General Municipal Election. The County has not invoiced for the election costs, however funds were allocated in the FY 2022/23 Budget.

BACKGROUND/DISCUSSION

During the November 8, 2022 General Election, the City held an election for three (3) at-large City Council member seats for full terms of four (4) years each. At their June 7, 2022 regular meeting, the City Council adopted Resolution No. 2022-046, requesting consolidation with the County of Orange to conduct their election and canvass the votes.

The Orange County Registrar of Voters will provide the official certification and canvass information, declaring the results of the November 8, 2022 election. The draft resolution for consideration and adoption is attached hereto.

FISCAL IMPACT/SUMMARY

The County has not yet provided their invoice for the total election costs, however the funds have been allocated as part of the FY 2022/adopted budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Victoria Popescu, Deputy City Clerk

Concurrence: Lillian Harris-Neal, City Clerk

Attachments

Draft Resolution

RESOLUTION NO. 2020-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

A. RECITALS:

(i) The City of Brea, California held and conducted a General Municipal Election on Tuesday, November 8, 2022, as required by law; and

(ii) The City of Brea gave notice of the election in time, form and manner as provided by law; that candidates were nominated to fill to vacancies as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the laws of the State of California relating to General Law cities; and

(iii) Pursuant to Resolution No. 2022-046, adopted June 7, 2022, the Orange County Registrar of Voters canvassed the returns of the election and has certified the results to this City Council; the results are received, attached and made a part hereof as "Exhibit A."

B. RESOLUTION:

NOW, THEREFORE, the City Council of the City of Brea, California does resolve, declare, determine and order as follows:

SECTION 1: That the whole number of ballots cast in the vote centers except absent voter ballots was XXXX votes.

That the whole number of vote-by-mail voter ballots cast in the City was XXXXX, making a total of XXXXX ballots cast in the City.

SECTION 2: That the names of persons voted for at the election for Member of the City Council to succeed terms ending December 6, 2022, are as follows:

Steven C. Vargas

Blair Stewart

Cecilia Hupp

Andrew Herrera

Kari J. Windes

SECTION 3: That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed in “Exhibit A,” attached.

SECTION 4: The City Council does declare and determine that: NAME was elected as a Member of the City Council for the full term of four (4) years, NAME was elected as a Member of the City Council for the full term of (4) four years, and NAME was elected as a Member of the City Council for the full term of (4) four years.

SECTION 5: The City Clerk shall enter in the records of the City Council of the City of Brea, a statement of the results of the election showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; and (4) The number of votes given at each precinct to each person; and (5) The total number of votes given to each person.

SECTION 6: The City Clerk shall on December 6, 2022, make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 10: That the City Clerk shall certify to the passage and adoption of the resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 6th day of December, 2022.

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 6th day of December, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/06/2022
SUBJECT: November 15, 2022 City Council Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Victoria Popescu, Deputy City Clerk
Concurrence: Lillian Harris-Neal, City Clerk

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES NOVEMBER 15, 2022

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Pro Tem Parker called the Closed Session to order at 5:30 p.m., all members were present with Mayor Hupp and Councilmember Simonoff attending via Zoom teleconference.

Present: Hupp, Parker, Marick, Vargas, Simonoff

1. **Public Comment**
None.

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.

2. **Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Police Association (BPA)**- Bill Gallardo, Negotiator and Laura Kalty, LCW Attorney

STUDY SESSION 5:45 p.m. - Executive Conference Room Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Pro Tem Parker called the Study Session to order at 5:45 p.m., all members were present with Mayor Hupp and Councilmember Simonoff attending via Zoom teleconference.

3. **Public Comment**
None.
4. **Clarify Regular Meeting Topics**
None.

DISCUSSION ITEMS

5. Purchase Common Stock Shares in California Domestic Water Company

City Manager Gallardo introduced Lynda Noriega, President, Cal Domestic, and noted that there is a significant water line improvement that will require financing.

Lynda Noriega, Cal Domestic, provided a presentation and spoke about the 2020 Strategic Plan, long-range planning, 10-year Capital Improvement Plan, pipeline replacement, financing options, financial plan to sell common stock share and the benefits of common stock purchases.

Council discussed prevailing wage, impacts to the water rate, impacts to the cost of shareholders, how long this project has been planned for, price of shares in the past, the preservation of ownership of shares and equity.

6. 2023 Brea Legislative Platform

Management Analyst Davis introduced the item and went over objectives, spoke about last year's review of platform, new proposed format and three (3) general platforms.

Council discussed staying consistent with the current platform.

Councilmember Marick expressed interest in seeing the platform further consolidated.

Council concurred to bring the item back for approval at the next meeting.

7. Senate Bill 1383 - Proposed Rates Status Update

Councilmember Simonoff recused himself from the discussion at 6:14 p.m.

Public Works Director Ho introduced the item and indicated that HF&H negotiates rates on the City's behalf and will be providing a presentation on where they are in the negotiation process and Council input needed on general items.

Haley Kunert, project manager, HF&H, provided a presentation, provided an overview, and spoke about the background SB1383, the initial Republic cost proposal, residential proposed monthly costs, commercial proposed cost to refuse rates, sample commercial rates per month, and next steps.

Public Works Director Ho indicated that staff looked at Republic's proposal for street sweeping and concluded that it was not beneficial to move forward.

Council discussed incremental green waste diversion and related rates, flow control requirement provisions should circumstances change, circumstances that could reduce the diversion rates, SB 1383 compliance software funding, and billing breakdown analysis.

Council concurred to eliminate line items 3, 6, 7 and 8; requested that item number 5 be broken down into smaller components; requested a breakdown of rates in comparison for surrounding cities; requested further negotiation on item numbers 1 and 2; and requested that the item be brought back to a future General Session.

REPORT

8. Council Member Report/Requests

Councilmember Vargas requested that the meeting be adjourned in memory of Padriac Brown.

Mayor Pro Tem Parker adjourned the Study Session at 6:54 p.m.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Pro Tem Parker called the General Session to order at 7:04 p.m., all members were present with Mayor Hupp and Councilmember Simonoff attending via Zoom teleconference.

9. Pledge of Allegiance

Girl Scout Troops 6002 and 8108 led the Pledge of Allegiance.

10. Invocation

Pastor James Lee, Living Hope Community Church, delivered the Invocation.

11. Proclamations: Family Court Awareness Month

Mayor Pro Tem Parker, on behalf of the City Council, presented Megan Fox, Child Safety Advocate, with a Proclamation declaring November Family Court Awareness Month.

Megan Fox spoke about child safety issues in the family court system to bring awareness to the issues.

12. Presentation: 2022 Legislative Session Recap

Cori Takkinen, Townsend Public Affairs, provided a presentation about Sacramento's general overview for 2022, adopted budget provisions, City of Brea State Funding Request, AB 2011 vs. SB 6, SB 1338, AB 2449, looking ahead to 2023 in Sacramento, Federal community project funding, Brea community project funding, and Federal current status and looking ahead to 2023.

13. Report - Prior Study Session

City Manager Gallardo presented the report on the prior Study Session.

14. Community Announcements

Councilmember Vargas announced that the City of Brea's Special Events Division will be hosting the Nutcracker Craft Boutique on Friday, November 18 and Saturday, November 19.

Councilmember Marick announced that on Saturday, November 19, Republic Services and the Brea Chamber of Commerce invite Brea residents to bring their bulk items and electronic waste for recycling, free of charge, to their cleanup event.

Councilmember Vargas announced that on Thanksgiving morning, November 24, from 8:30 - 10:00 a.m. at the Brea Community Center, the Brea Fitness Division will be hosting their annual Feast Mode Workout.

Councilmember Marick announced that due to the holidays, there will be no trash collection on November 24, and noted that when there is no collection service due to a holiday, service will be delayed by one day for the remainder of the week.

15. Matters from the Audience

Lacy Schoen, President/CEO, Brea Chamber of Commerce invited the Council to the 2022 Annual Installation and Awards Luncheon and introduced Kristle Adler as the new Public Affairs Associate for the Brea Chamber of Commerce.

Kristle Adler indicated she is looking forward to working with the Council in her new role.

Lee Squire presented the Police Department with a poster and flag and spoke in support of local police agencies.

Tom Donini spoke about item 20, the history of zoning and General Plan Amendments in Brea's historical neighborhoods, mixed-use zoning and spoke in opposition to Focused Development Site #10.

Edgar Fagan spoke about parking availability issues with the condos located on Brea Boulevard near the Fire Station.

Deputy City Clerk Popescu summarized into the record the follow written comments that were received:

Andrew Herrera invited the community to the Fisherman's Access grand opening event on Saturday, November 19 from 9 a.m. to 6 p.m., at their new location on 720 E. Imperial Highway.

Ted Gribble wrote about the Department of Housing and Community Development (HCD), and the confirmation that there is no statutory requirement to rezone the Additional Potential Sites. He also wrote about the Housing Element, noting the three (3) additional potential sites were not part of the lengthy public input process.

16. Response to Public Inquiries - Mayor / City Manager
None.

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.*

17. Proposed Water and Sewer Fees

Finance Manager Madrazo provided a presentation and spoke about the public noticing, prior scheduled hearings, past rate increases, industry standards, revenue shifts from consumption charges to fixed charges, and staff recommendations.

Eric Callocchia, NewGen Strategies and Solutions, LLC, provided a PowerPoint presentation and spoke about the cost of service and rate study process; study data and assumptions; customer demand forecast; water rates inside City single family residential; water fund balance forecast; sample water bills for surrounding utilities; sewer rate forecasts; sewer operating fund forecasts; reduction in sewer capital spending; sewer operating fund forecast with reduced CIP; and sample sewer bills.

Mayor Pro Tem Parker opened the public hearing.

Deputy City Clerk Popescu summarized a written comment that was received for the record:

Debbie Louis referenced previous water discussions where it had been stated that the City will begin paying for its own water resulting in savings to Brea ratepayers. She also asked questions regarding funding water usage, the distribution of savings and potential bill credits.

Seeing no further members of the public wishing to address the Council, Mayor Pro Tem Parker closed the public hearing.

City Manager Gallardo responded to the public comment received and spoke about revenue sources, fixed meter charges, usage calculations, and noted the City is paying for its own water. He also noted that there is a shift in revenue consumption and ratepayers may see

lower rates or leveling off.

Finance Manager Madrazo clarified that the Prop 218 was noticed with the highest rates available and noted that there is only a shift in revenues, with no additional revenues being paid by the ratepayers.

Public Works Director Ho spoke about the evaluation of the sewer system and CIP and indicated that he is comfortable deferring the projects in accordance with the proposed plan.

Councilmember Vargas discussed the history of water rate increases, rate studies, and Prop 218 noticing.

Eric Callocchia, NewGen Strategies and Solutions, LLC, spoke about methodology used in the studies and minimum reserve policy.

Council discussed enterprise funds, lifeline rates, tier water consumption rates, the purpose of fixed costs, fixed costs during water conservation periods, fixed to variable rates, and timeline of the discussion of the topic.

Motion was made by Council Member Marick, seconded by Council Member Simonoff to adopt alternative 3, Resolution No. 2022-076, a Resolution of the City Council of the City of Brea Amending Certain sewer rates and charges.

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

NOES: Council Member Vargas

Passed

Motion was made by Council Member Marick, seconded by Mayor Pro Tem Parker to adopt Resolution No. 2022-075, a resolution of the City Council of the City of Brea amending certain water rates, Lifeline Program Policies, charges and regulations, where on the billing dated December 22, 2022 or later the City will increase the percentage of revenue from monthly fixed ("ready to serve") charges from 17% to 19%. Furthermore, on bills dated June 29, 2023 or later the City will further increase its percentage of revenue for fixed charged from 19% to 22%.

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

NOES: Council Member Vargas, Council Member Simonoff

Passed

18. Brea Construction Code Triennial Adoption

The City Council recessed at 9:29 p.m.

The City Council reconvened at 9:36 p.m.

Community Development Director presented a brief presentation for items 18 and 19 concurrently, citing the previous presentation given at the October 18 City Council Meeting, and requested Council to conduct a public hearing, make the recommended findings and adopt the associated resolution and ordinance.

Council discussed Accessory Dwelling Unit requirements.

Mayor Pro Tem Parker opened the public hearing. Seeing no members of the public

wishing to address the Council, Mayor Pro Tem Parker closed the public hearing.

Motion was made by Council Member Simonoff, seconded by Council Member Marick to approve an exemption under the California Environmental Quality Act (Guidelines, Sec. 15061(b)(3)) and Staff's filing of a Notice of Exemption, for Ordinance No. 1232; Adopt Ordinance No. 1232 which adopts by reference certain Codes comprising the 2022 California Building Standards Code as set forth in Title 24 of the California Code of Regulations, which include, but are not limited to, the California Building, Plumbing, Electrical, Mechanical, Residential, Fire (adopted by separate ordinance), and Green Building Standards Code (collectively, "Construction Codes"); and, adopt Resolution No. 2022-068, setting forth required findings for amendments to the foregoing Codes based on local climatic, topographical and/or geological conditions.

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

Passed

19. Brea Fire Code Triennial Adoption

Mayor Pro Tem Parker opened the public hearing. Seeing no members of the public wishing to address the Council on this item, Mayor Pro Tem Parker closed the public hearing.

Motion was made by Mayor Hupp, seconded by Council Member Vargas to approve of an exemption under the California Environmental Quality Act (Guidelines, Sec. 15061(b)(3)) and Staff's filing of a Notice of Exemption for Ordinance No. 1233; Adopt Ordinance No. 1233 which adopts by reference the 2022 California Fire Code (one of the Codes comprising the 2022 California Building Standards Code as set forth in Title 24 of the California Code of Regulations); and, adopt Resolution No. 2022-069, setting forth required findings for amendments to the foregoing Code based on local climatic, topographical and/or geological conditions.

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

Passed

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."*

20. General Plan Amendment No. 2021-02 And Zone Change No. 2021-01: To Amend The General Plan Land Use And Zoning Designations Of Three Housing Opportunity Sites And Three Additional Potential Sites Identified In The City's 6th Cycle Housing Element, As Part Of The Housing Element Implementation Effort

City Planner Hwang provided a presentation and spoke about the item's background and prior hearings; proposed General Plan Amendment; housing sites included in the GPA/ZC; City Council discussion items, including rezoning, potential penalties for non-compliance, housing site selection, GPA/ZC process; and staff recommendation.

Community Development Director Killebrew responded to public comments and spoke about the City's obligations to provide potential furthering of housing availability and reiterated that this is just a zoning effort and not approving any specific projects. In response to Council questions, he also noted that there were conceptual discussions related to proposed site 6, however no project has been submitted. He also indicated that there have been no formal objections from any of the property owners for the proposed sites.

Council discussed the proposed sites with current churches; potential constraints of the property at Fir and Brea Boulevard and height limitations; ownership of units; affordable housing requirements; and changes in the population.

City Attorney Boga read the full title of the ordinance.

Motion was made by Council Member Vargas, seconded by Council Member Marick to adopt Resolution No. 2022-066 adopting the addendum to the previously certified Environmental Impact Report (EIR) for the 2003 General Plan and determine that an addendum to the previously certified Environmental Impact Report (EIR) for the 2003 General Plan is the appropriate environmental documentation for the Project under the California Environmental Quality Act (CEQA) and that the addendum adequately analyzed all potential impacts of the Project; adopt a Resolution No. 2022-067 approving General Plan Amendment No. 2021-02 to amend the General Plan Land Use designations of the six Project sites; introduce by title only and waive further reading of Ordinance No. 1234 approving Zone Change No. 2021-01 to amend the zoning designations of the six Project sites; and schedule adoption of aforementioned Ordinance at the next regular City Council meeting.

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

NOES: Council Member Simonoff

Passed

21. Reserve Fund Transparency Ordinance

City Manager Gallardo provided a brief presentation on the item.

Motion was made by Council Member Marick, seconded by Council Member Vargas to adopt Ordinance No. 1235 regarding Reserve Fund Transparency and amending the Brea City Code Chapter 2.00 of Title 2 by adding Section 2.00.140.

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

Passed

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

22. November 1, 2022 City Council Regular Meeting Minutes

The City Council approved the November 1, 2022 City Council Regular Meeting Minutes.

23. November 7, 2022 City Council Special Meeting Minutes

The City Council approved the November 7, 2022 City Council Special Meeting Minutes.

24. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

The City Council made the following findings: the City Council has reconsidered the circumstances of the COVID-19 state of emergency; and 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.

25. Professional Services Agreement (PSA) with Bucknam Infrastructure Group, Inc. for Biennial Pavement Management Plan Update and Inspection

The City Council approved the Agreement with Bucknam Infrastructure Group, Inc. to provide pavement inspection and pavement management plan services in an amount not-to-exceed \$31,028.00.

26. Authorize Mayor to Execute Electric Vehicle Charging Station License Agreement with Carbon Solutions Group LLC

The City Council continued this item to a future meeting.

27. Authorization to Purchase Common Stock Shares in California Domestic Water Company

The City Council approved the Common Stock Purchase Agreement to purchase 112 shares of California Domestic Water Company (CDWC) Common Stock for \$15,250 per share to increase the City's rights to access water and appropriate \$1,708,000 from the Water Utility Fund (420) for the purchase of these shares.

28. Adoption of a new job description and salary table for the position of Building Official and amending the position allocation list for FY 2022/23 to reflect the changes, and placing the new classification in the Administrative and Professional Employees' Association Bargaining Unit for representation purposes

The City Council approved Resolution No. 2022-072 1) adopting a new job description and salary table for the classification of Building Official; 2) placing the new classification in the Administrative and Professional Employees' Association (APEA) bargaining unit for representation purposes; and 3) amending the Position Allocation List to include this position in the Community Development Department Administrative Division.

29. City Manager Employment Agreement Amendment No.2

The City Council adopted Resolution No. 2022-073 approving amendment No. 2 to the City Manager's Employment Agreement. The fiscal impact in FY 2022-23 is \$19,676, and the fiscal impact in FY 2023-24 is \$12,114.

30. Approval of the Executive compensation plan as amended

The City Council adopted Resolution No. 2022-074 approving the Executive Compensation Plan salaries and benefit policy, noting the correction to reflect the net financial impact as being \$54,146 to the General Fund and \$6,928 to the Non-General Fund for a total of \$61,074.

31. November 4 and 10, 2022 City Disbursement Registers

The City Council received and filed the November 4 and 10, 2022 City Disbursement Registers.

Motion was made by Council Member Vargas, seconded by Council Member Marick to approve City/Consent Items 22-25 and 27-31, with the outlined amendments to the fiscal impact of item 30.

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

Passed

BREA ARTS CORPORATION - CONSENT

32. Brea Arts Corporation Annual Report for Fiscal Year 2021-22

The City Council, as the Brea Arts Corporation, received and filed the Brea Arts Corporation Annual Report for Fiscal Year 2021-22.

Motion was made by Council Member Marick, seconded by Council Member Vargas to approve Brea Arts Corporation Consent item 32.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

33. City Manager

City Manager Gallardo congratulated Fire Chief Avery on his appointment as Fire Chief.

34. City Attorney

None.

35. Council Requests

None.

COUNCIL ANNOUNCEMENTS

Councilmember Vargas spoke about his history of votes against water rate increases.

ADJOURNMENT

Mayor Pro Tem Parker adjourned the General Session at 10:24 p.m. in memory of Padriac Brown.

Respectfully submitted,

The foregoing minutes are hereby
approved this 6th day of December, 2022.

Lillian Harris-Neal, City Clerk

Cecilia Hupp, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

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

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: Community Facilities Districts Annual Financial Report for the Fiscal Year Ended June 30, 2022

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

During Fiscal Year 2021-22, there were seven CFDs in the City of Brea. Annually, special taxes are levied and collected to pay for the annual costs associated with these CFDs. There are three bonded CFDs in which the special taxes are used to make payments related to bonds that were issued for the benefit of the CFD. There are four non-bond (public services) CFDs in which the special taxes are used to pay the annual public safety and maintenance costs associated with the CFDs.

Government Code Sections 50075.3 (Report on Special Taxes) and 53411 (Report on Bond Proceeds) require the chief financial officer of the issuing local agency to file an annual Community Facilities District (CFDs) financial report with its governing body no later than January 1 of every year. The attached reports provide a summary of the financial activity which includes the beginning balance as of July 1; amounts collected and expended during the fiscal year; and the ending balance as of June 30 for each CFD.

FISCAL IMPACT/SUMMARY

There is no fiscal impact related to the issuing of these reports. As mandated by the California Government Code Sections 50075.3 and 53411, City staff is submitting the Community Facilities Districts Annual Financial Report for Fiscal Year Ended June 30, 2022. The report will insure compliance with Sections 50075.3 and 53411 of the California Government Code.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Monica Lo, Deputy Director Administrative Services

Attachments

CFD Annual Financial Report FY 2021-22

CITY OF BREA
BONDED COMMUNITY FACILITIES DISTRICTS REPORT
SPECIAL TAXES
FOR FISCAL YEAR ENDED JUNE 30, 2022

District	Balance 07/01/21	Special Taxes Collected FY 2021-22	Special Taxes Expended FY 2021-22	Balance 06/30/22	Project Status
CFD 1996-1 (Downtown Brea)	\$225,848	\$212	\$229,903	(\$3,843)	Completed
CFD 1997-1 (Olinda Ranch)	\$377,665	\$406,227	\$383,805	\$400,087	Ongoing
CFD 2008-2 (Brea Plaza)	\$1,097,990	\$581,720	\$544,431	\$1,135,279	Ongoing

Notes:

For CFD 1996-1 (Downtown Brea), the amounts reported for special taxes collected includes special taxes and interest earnings. The amount reported for special taxes expended during FY 2020-21 was for bond payments, administrative costs, and slope maintenance (Brea Gateway Center). It is noted that FY 2020-21 was the final year of special taxes as well as slope maintenance costs for this CFD. Since FY 2021-22 was the final year for debt service payment, the project is considered completed.

For CFD 1997-1 (Olinda Ranch), the amount reported for special taxes collected includes special taxes and interest earning. The amount reported for special taxes expended includes bond payments and administrative costs.

For CFD 2008-2 (Brea Plaza), the amounts reported for special taxes collected includes special taxes and interest earnings. The amounts reported for special taxes expended during FY 2021-22 was for bond payments and administrative costs.

CITY OF BREA
NON-BONDED (PUBLIC SERVICES)
COMMUNITY FACILITIES DISTRICTS REPORT
SPECIAL TAXES
FOR FISCAL YEAR ENDED JUNE 30, 2022

District	Balance 07/01/21	Special Taxes Collected FY 2021-22	Special Taxes Expended FY 2021/22	Balance 06/30/22	Project Status
CFD 2008-1 (Blackstone Residential Development)	\$108,142	\$888,074	\$781,366	\$214,850	Ongoing
CFD 2011-1 (La Floresta Residential/ Commercial Development)	\$337,025	\$490,323	\$489,281	\$338,067	Ongoing
CFD 2013-1 (Taylor-Morrison Residential Development)	\$137,418	\$53,242	\$41,038	\$149,622	Ongoing
CFD 2013-2 (Central Park Village Residential Development)	\$123,709	\$120,557	\$48,109	\$196,157	Ongoing

Notes:

The amounts reported for special taxes collected during FY 2020-21 include special taxes and interest earnings.

For CFD 2008-1 (Blackstone Residential Development), the amount reported for special taxes expended during FY 2021-22 was for public safety services and maintenance of facilities.

CFD 2011-1 (La Floresta Residential/Commercial Development), the amount reported for special taxes expended during FY 2021-22 was for public safety services and maintenance of facilities.

For CFD 2013-1 (Taylor-Morrison Residential Development) the amount reported for special taxes expended during FY 2021-22 was for public safety services.

For CFD 2013-2 (Central Park Village Residential Development) the amount reported for special taxes expended during FY 2021-22 was for public safety services.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/06/2022
SUBJECT: City iPad Replacement Purchase

RECOMMENDATION

Authorize the City's Procurement and Contracts Administrator, or designee, to provide a Purchase Order for the replacement of existing City iPads.

BACKGROUND/DISCUSSION

Since the introduction of iPads into the organization, these mobile devices have proven to be an effective tool for City staff to conduct business on a daily basis. With a wide range of uses, which include mobile document sharing, access to Microsoft applications (which will be enhanced through the future implementation of Microsoft 365), video conferencing, and electronic agenda management for City Council meetings, iPads provide a portable and reliable technology solution.

The replacement of iPads follows the same cycle as mobile phone replacements. Every four years the City upgrades devices, which allows for maximum utilization of technology before any problems arise from software compatibility issues or hardware failure.

City staff are proposing an upgrade to the inventory of iPads deployed throughout the organization to the latest version. This also allows enough time between replacements for the City to take advantage of improvements in technology that result in better processing power, longer battery life, enhanced features and functions, as well as larger storage capacity. These improvements will help maintain and enhance the way City staff utilize these devices for daily operations.

COMMISSION/COMMITTEE RECOMMENDATION

This item was reviewed as part of the November 29, 2022 Finance Committee meeting agenda and was recommended for approval by the City Council.

FISCAL IMPACT/SUMMARY

The Fiscal Year 2022-23 budget includes funding for the iPad replacements. The total cost of the new iPads is approximately \$34,500. The new iPads will be purchased from the Apple Store in the Brea Mall, which additionally results in sales tax revenue generated for the City. There will be no further impact to the budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Kristin Griffith, Director of Administrative Services

Randy Hornsby, Information Technology Manager

Attachments

Quote 1 - GCI

Quote 2 - CDWG

Quote 3 - Apple Store

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Ian Padilla
Phone:
Fax:
Email: ian.padilla@connection.com

Account Manager:
Phone:
Fax:
Email:

25411602.05

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 10/21/2022
Valid Through: 11/20/2022
Account #: Orange

Customer Contact: Randy Hornsby
Email: randyh@cityofbrea.net

Phone: (714) 990-7600 x7263
Fax: (714) 671-3618

QUOTE PROVIDED TO:	SHIP TO:
City of Brea Randy Hornsby Information Systems 1 Civic Center Circle Brea, CA 92821-5732 (714) 990-7600 x7263	AB#: 14903146 CITY OF BREA, CA Randy Hornsby 1 CIVIC CENTER CIR Information Systems BREA, CA 92821 (714) 420-8710

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	122.00 lbs		

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	58	41410076	MM9C3LL/A	iPad Air, 10.9", 64GB, Wi-Fi, Space Gray Apple Computer Cto	Apple Computer Cto	\$ 548.00	\$ 31,784.00
2	58	5823891		**CA Recycling Fee State Environmental Fees	State Environmental Fees	\$ 4.00	\$ 232.00
						Subtotal	\$ 32,016.00
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	\$ 2,481.24
						Total	\$ 34,497.24



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019



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Review and Complete Purchase

RANDY HORNSBY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NBWJ162	11/2/2022	APPLE 10.9 IPAD AIR WIFI	0376884	\$36,987.81

IMPORTANT - PLEASE READ

Fees applied to item(s): 6901682

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Apple 10.9" iPad Air Wi-Fi 64GB - Space Grey Mfg. Part#: MM9C3LL/A Contract: National IPA Technology Solutions (2018011-01)	58	6901682	\$588.14	\$34,112.12

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 6901682	58	654809	\$4.00	\$232.00

SUBTOTAL	\$34,112.12
SHIPPING	\$0.00
RECYCLING FEE	\$232.00
SALES TAX	\$2,643.69
GRAND TOTAL	\$36,987.81

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF BREA ACCOUNTS PAYABLE 1 CIVIC CENTER CIR BREA, CA 92821-5792 Phone: (714) 990-7600 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF BREA RANDY HORNSBY 1 CIVIC CENTER CIR BREA, CA 92821-5792 Shipping Method: UPS Ground (1 - 2 Day)
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Ryan Cox | 800.808.4239 | ryacox@cdwg.com

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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Quote:

2211552407 –
18000008324605

Date:

Friday, October 21, 2022

Valid until:

Wednesday, November 16,
2022

Prepared for:

Cliff Flaughner

CITY OF BREA

1 CIVIC CENTER CIR

BREA, CA 92821-5792

cliff@cityofbrea.net

Customer ID: 38060850850369

Ship to:

Cliff Flaughner

CITY OF BREA

1 CIVIC CENTER CIR

BREA, CA 92821-5792

Prepared by:

David Choi

Apple Business Team

1714989 5553

breamallbusiness@apple.com

Product / Description	Qty	Price	Total
10.9-inch iPad Air Wi-Fi 64GB – Space Gray MM9C3LL/A	58	\$549.00	\$31,842.00
Subtotal			\$31,842.00
Estimated Tax			\$2,467.76
Eco Fee			\$232.00
Estimated Total (USD)			\$34,541.76

Terms and Conditions

This is a quote invoice, not a receipt of purchase. The applicable sales tax and any additional surcharges (such as recycling fees) are subject to verification and will be reflected on your final invoice.

Product availability and pricing are subject to change without notification. The configurations and pricing noted in this quote are generally valid for up to 30 days, and are specifically intended for purchase by the entity indicated above. Quotes that reflect promotional or special sales event discounts are valid only for the duration of the promotion or special sales event.

Consideration for business pricing is made based on the type of product, the quantity and the availability of the products ordered. For further information regarding this proposal, please contact your Apple Business Team. Our full sales and refund terms and conditions can be found at <http://www.apple.com/legal/sales-support/>.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/06/2022
SUBJECT: Lease and Maintenance of Digital Printing/Copying Equipment

RECOMMENDATION

Issue annual purchase orders and execute lease and maintenance agreements with Xerox Corporation for a total cost of \$175,591 based on a 60-month lease of digital printing/copying equipment including as-needed print charges.

BACKGROUND/DISCUSSION

The City's Reprographics Services Division utilizes digital printing and copying equipment to facilitate its operations. This equipment generates an estimated 1.4 million documents per year for the City and its client agencies. Among the items produced are color brochures, business cards, catalogs, event programs, invitations, postcards, and presentation documents for various meetings.

In 2017, City staff conducted an internal review of reprographic needs and selected the proposal from Xerox Corporation (Xerox) based on a competitively bid National Joint Powers Alliance (NJPA) cooperative purchasing contract for the current lease agreement. The leased equipment has met the City's print production needs and has provided a significant cost savings from earlier agreements with previous vendors. To ensure that the proposed agreements remain competitively priced, staff has analyzed and reviewed proposals from Xerox and Canon, two of the top providers in the industry. The current lease and maintenance agreements will be reaching the end of their 60-month term in December 2022 and staff is recommending Xerox due to the annual cost difference of \$13,575.

The first two years of the new proposed agreement will allow the City to continue utilizing two separate machines, one specifically for black-and-white projects and the other with capabilities for both color and black-and-white. The proposed equipment, maintenance, and supplies, excluding paper, is about \$28,667 annually for years one and two. These leases also include a per page print charge, which is in addition to the equipment lease and maintenance fees. Based on the fixed meter rates and an estimated annual volume of 1.4 million documents, the print charges would be approximately \$11,232 per year.

To maintain a reduced cost, the black and white copier has a lease term of 24 months, which will allow staff to evaluate the need for this specific copier. In year three, the City could contractually eliminate the machine designated for black and white only projects to assess the ongoing viability of utilizing the color copier for all jobs. The annual fees in years three through five for equipment, maintenance, and supplies, excluding paper, is \$14,692. The annual print charge rate would

increase resulting in an estimated \$17,239 in print charges for an annual total cost of \$31,931. The net effect is an overall savings; however, further review will need to be completed to determine if this single unit will become a permanent change to the lease agreement moving forward.

In an effort to provide the City with the most up-to-date technology and graphics capabilities, Xerox recommends replacing the legacy Versant 180 with the Versant 280 production platform and modifying the agreement. This will allow for increases in productivity, media flexibility, and project turnaround time while reducing the print usage rate.

The terms of the lease and maintenance agreements allow for termination with a 30-day notice prior to the beginning of each fiscal year, should the City's printing needs change.

COMMISSION/COMMITTEE RECOMMENDATION

This item was reviewed as part of the November 29, 2022 Finance Committee meeting agenda and was recommended for approval by the City Council.

FISCAL IMPACT/SUMMARY

The lease and maintenance agreement will secure the necessary equipment for the City to continue providing the best possible reprographics services for the organization and client agencies, while maximizing savings through a competitively secured proposal. The estimated five-year costs associated with the new agreements are provided below:

	Lease Fees	Print Charges	TOTAL
Year 1	\$28,667	\$11,232	\$39,899
Year 2	\$28,667	\$11,232	\$39,899
Year 3	\$14,692	\$17,239	\$31,931
Year 4	\$14,692	\$17,239	\$31,931
Year 5	\$14,692	\$17,239	\$31,931
TOTAL	\$101,410	\$74,181	\$175,591

The lease with Xerox will result in projected savings to the General Fund of \$67,874 over the five-year agreement. Sufficient funds for the execution of the lease agreements are available in the General Fund operating budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Kristin Griffith, Director of Administrative Services

Monica Lo, Deputy Director of Administrative Services

Attachments

Equipment Recommendation

Agreement (D110)

Agreement (VR280)

In an effort to provide City of Brea cutting edge graphics color technology, Xerox recommends replacing the legacy Versant 180 with the Versant 280 production platform and modifying the D110 agreement. Allowing for increases in productivity, media flexibility, turnaround and a decreased in print spend.

CURRENT COST OF OPERATION (60 Month Agreement)

Model	Serial Number	Type	Approx. Volume	Print Allowance	Lease	Meter Rate	Meter Charge	Total
V180P w/FFPS DFE	1AB190252 3PA607062	COLOR	17,005	0	\$695	0.0490	\$833	\$1,528
		MONO	14,700			0.0115	\$169	\$169
		COLOR LRG	10,970			0.0058	\$64	\$64
		COLOR XL	1			0.0510	\$0	\$0
D110 w/FFPS DFE	BG0962090 L0A733710	MONO	77,775	0	\$1,101	0.0068	\$529	\$1,630
					\$1,796			
Lower Usage Meters					Total Cost Of Operation			\$3,391

PROPOSED COST OF OPERATION (60 Month Agreement)

Model	Serial Number	Type	Approx. Volume	Print Allowance	Monthly Payment	Meter Rate	Meter Charge	Total
V280P w/EFI DFE	TBD	COLOR	17,005	0	\$1,225	0.0390	\$663	\$1,888
		MONO	14,700			0.0079	\$116	\$116
		COLOR LRG	10,970			0.0039	\$43	\$43
		COLOR XL	1			0.0300	\$0	\$0

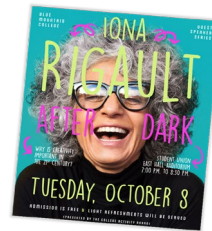
PROPOSED COST OF OPERATION (24 Month Agreement)

D110 w/FFPS DFE	BG0962090 L0A733710	MONO	77,775	50,000	\$1,181	0.0041	\$114	\$1,295
					\$2,406			
					Total Cost Of Operation			\$3,342

-Xerox will provide all the initial set up and training for the new device



Image for display purposes only



Proposed System:

Xerox Versant 280P w/EFI Print Server (Graphic Color Production Press)

- 80 Color/B & W Pages Per Minute
- 2400 x 2400 dpi Print Resolution
- 1200 x 1200 x 10 bit rendering resolution
- UltraHD Resolution for extremely fine details from rendering and VCSEL ROS technologies
- **Simplified Image Quality Adjustment (SIQA)** for automated Image-to-Media Alignment, Density Uniformity and Image Transfer Adjustments
- An X-Rite® Inline Spectrophotometer automates once-tedious color calibration, eliminating guesswork, saving time and upping your color game
- Smart Decurler calculates coverage, paper and humidity for flattest possible output
- Xerox® Stock Library Manager
- **Integrated Registration Alignment (IRA)**—Over 50 sensors and switches to intelligently control paper transport that is accurate and automated
- **Can feed up to 13 x 47.2 Banner media**
- Feeds up to 400 gsm and Auto Duplexes up to 350 gsm
- Compact Belt Fuser for higher speeds, image consistency, runs heavyweight and mixed media
- Bias Charge Rolls with auto cleaning technology improves press productivity
- **Closed-loop color process controls**
- "Hot Swap" kits allows for maximum uptime
- Registration tolerance +/- .1 mm

Lease Agreement



Customer: CITY OF BREA

BillTo: CITY OF BREA
BSMT P2
1 CIVIC CENTER CIR
BREA, CA 92821-5792
Tax ID#: X

Install: CITY OF BREA
BSMT P2
1 CIVIC CENTER CIR
BREA, CA 92821-5792

Solution

Item	Product Description	Agreement Information	Requested Effective Date
1. D110CPC (SOT-D110 COPIER/PRTR) S/N BG0962090 - Standard Install - Integrated Sq Trimr - D4 Z-folder - 2 Tray Oversize Hcf - D5 Bkltfinshr Xc 2/3		Lease Term: 24 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 957992431 for D110CPC S/N BG0962090 as of payment 59.	12/1/2022
2. FFSRVR (SOT-FFPS D95/110/125) S/N L0A733710 - D110 Cp Serv License - Vsel-required On Cp		Lease Term: 24 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 956485494 for FFSRVR S/N L0A733710 as of payment 59.	12/1/2022

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. D110CPC	\$890.37	1: Black and White Impressions	1 - 50,000 50,001+	Included \$0.0041	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. FFSRVR	\$274.24	N/A	N/A	N/A	- Full Service Maintenance Included
Total	\$1,164.61	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 5 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Darren Lundrigan (855)828-5658 For information on your Xerox Account, go to www.xerox.com/AccountManagement
Signer: _____	Phone: (714)990-7125	
Signature: _____	Date: _____	

Terms and Conditions

SOLUTION/SERVICES:

1. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

2. CONSUMABLE SUPPLIES. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

3. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

4. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the

other party. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Transmission is interrupted, Xerox may estimate the reading and bill you accordingly.

5. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

6. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

7. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

8. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the

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Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

9. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO

ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023>.

b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.

c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.

d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.

e. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant.

The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

PRICING PLAN/OFFERING SELECTED:

10. COMMENCEMENT & TERM. This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

11. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from your bank account. If you have any special or customized invoicing requirements, Xerox reserves

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the right to charge you a customization fee of \$100 per invoice. Restrictive covenants on payment instruments will not reduce your obligations.

12. OTHER CHARGES. If a payment is not received by Xerox by the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater. If after the signature date of this Agreement, you request a copy of this Agreement, Xerox reserves the right to charge you a documentation fee of \$125 per copy.

13. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

14. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees. These adjustments will occur at the commencement of each annual contract cycle.

15. DELIVERY, REMOVAL & RELOCATION. Xerox will be responsible for all standard delivery charges for Equipment. You will be responsible for (a) all removal charges for Equipment; (b) any non-standard delivery charges; and (c) any Equipment relocation. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

16. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

17. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

18. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

19. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

20. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

21. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents

your financial condition.

22. LIMITATION OF LIABILITY. For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

23. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

24. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

25. PROTECTION OF XEROX'S RIGHTS. If for any reason whatsoever, this transaction is re-characterized as a secured financing, you are deemed to have granted to Xerox a first priority security interest in the Equipment in order to secure your performance under this Agreement. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

26. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

27. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

28. TITLE & RISK OF LOSS AND INSURANCE. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Equipment insured against loss or damage and the policy will name Xerox as a loss payee ("Required Insurance"). You must provide Xerox or our agents, designees or assigns with satisfactory evidence of Required Insurance within 30 days of the commencement of this Agreement or any subsequent written request by Xerox or our agents, designees or assigns. IF YOU DO NOT PROVIDE SUCH EVIDENCE, THEN, IN LIEU OF OTHER REMEDIES FOR DEFAULT, XEROX, IN ITS DISCRETION AND AT ITS SOLE OPTION, MAY OBTAIN INSURANCE FROM AN INSURER OF ITS CHOOSING, IN SUCH FORMS AND AMOUNTS AS XEROX DEEMS REASONABLE TO PROTECT ITS INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XEROX; IT WILL NOT NAME YOU AS AN INSURED, MAY NOT COVER ALL OF YOUR OBLIGATIONS UNDER THIS AGREEMENT AND WILL BE SUBJECT TO CANCELLATION BY XEROX OR THE INSURER AT ANY TIME. YOU AGREE TO PAY XEROX PERIODIC CHARGES FOR SUCH EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY AND/OR BILLING AND PROCESSING FEES WHICH MAY GENERATE A PROFIT TO XEROX OR A THIRD PARTY. XEROX MAY ADD INSURANCE CHARGES TO EACH INVOICE. XEROX SHALL DISCONTINUE BILLING OR DEBITING INSURANCE CHARGES FOR EQUIPMENT INSURANCE UPON RECEIPT FROM YOU OF SATISFACTORY EVIDENCE OF REQUIRED INSURANCE. Neither loss nor damage to Equipment or Xerox's receipt of insurance proceeds relieve you of any of your remaining

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obligations under this Agreement. YOU AGREE (i) AT XEROX'S OPTION, TO ARBITRATE ANY DISPUTE WITH XEROX OR OUR AGENTS, DESIGNEES OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN MONROE COUNTY, NY, (ii) ARBITRATION (NOT A COURT) IS THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Agreement.

29. ASSIGNMENT. Xerox may assign or otherwise transfer this Agreement or any part hereof (including some or all of its rights or obligations hereunder) without prior notice to or consent from you. If Xerox assigns only its rights (or certain of its rights) hereunder to an assignee then: (a) such assignee of Xerox shall have all the rights assigned to it but none of the obligations of Xerox hereunder; (b) such assignee shall not be liable to you for any reason whatsoever; (c) you shall continue to look to Xerox for performance of Xerox's obligations and hereby waive and release such assignee from any such claim; (d) all information obtained by Xerox relating to you may be disclosed to such assignee; (e) you shall not assert any defense, counterclaim or setoff you may have against such assignee; and (f) you will remit payments in accordance with instructions of such assignee. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Neither your rights nor obligations under this Agreement are assignable by you without prior written consent of Xerox. In the event Xerox consents to an assignment, you will pay the applicable costs related to the assignment and documentation change, which will not exceed \$500.

30. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be

performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

31. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Lease Agreement



Customer: CITY OF BREA

BillTo: CITY OF BREA
BSMT P2
1 CIVIC CENTER CIR
BREA, CA 92821-5792

Tax ID#: X

Negotiated Contract : 072829900

Install: CITY OF BREA
BSMT P2
1 CIVIC CENTER CIR
BREA, CA 92821-5792

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. VR280 (VERSANT 280 PRESS)	<ul style="list-style-type: none">- Advanced Ohcf- Envelope Sup Kit- Interface Decurlr Mod- Prod Rdy Std Finishr- Prd Rdy 2/3 Punch	Lease Term: 60 months Purchase Option: FMV	- Xerox V180 PERF S/N 1AB190252 Trade-In as of Payment 60	12/5/2022
2. VR280STND (EX STANDALONE PS)	<ul style="list-style-type: none">- Color Profiler Suite- Customer Ed- Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox V180FFPS S/N 4BP809431 Trade-In as of Payment 60	12/5/2022

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: _____

Phone: (714)990-7125

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Darren Lundrigan
(855)828-5658

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. VR280	\$780.33	1: Color Impressions	All Prints	\$0.0390	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Black and White Impressions	All Prints	\$0.0079	
		3: Color Large Impressions	All Prints	\$0.0039	
		4: Extra Long Impressions	All Prints	\$0.0300	
2. VR280STND	\$444.00	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	\$1,224.33	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

SOLUTION/SERVICES:

2. RESPONSIBILITY FOR MEETING CERTAIN CUSTOMER REQUIREMENTS. You are solely responsible for fulfilling all of your obligations set forth in the Customer Expectations Document or Customer Expectation & Installation Guide, as applicable, for the Equipment executed by you contemporaneously with this Agreement, and which is deemed incorporated by reference into this Agreement ("CED/CEIG"), including, but not limited to, meeting all environmental, product space and power, media, and network connectivity requirements. In addition, the CED/CEIG and informational guides provided to you by Xerox set forth certain operator maintenance activities that you are responsible for performing at the intervals indicated therein. You may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, upon your agreement to pay Xerox's then-prevailing service call rates.

3. EXTRA LONG PRINTS. The following Equipment model(s), VR280 may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: Budget Adjustments to the City Operating and Capital Improvement Program
Budgets for Fiscal Year 2021-22

RECOMMENDATION

Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2021-22 City Operating and Capital Improvement Program Budgets.

BACKGROUND/DISCUSSION

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of items previously approved by the City Council during the fiscal year, or staff recommended adjustments for City Council consideration, as well as requested adjustments to revenue estimates. The recommended adjustments to the City Operating Budget are listed in City - Exhibit A. These adjustments are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

In addition, as part of the year-end process, staff administratively carries over continued appropriations previously approved by the City Council from the prior fiscal year to the current fiscal year as outlined in the City's Fiscal Policies Statement under Expenditure Policies. Expenditures budgeted in one fiscal year may be carried over to the next fiscal year automatically if the purpose for which the expenditures were budgeted had not been completed. Such carryovers shall not occur for more than two budget cycles without City Council approval with only a few exceptions. Carryovers have been processed by staff from FY 2021-22 to FY 2022-23 and are separate from budget adjustments being requested tonight. The total carryover amount for the General Fund is \$1,513,916 and the below chart summarizes the overall revenues over expenditures number for the City's General Fund (110) for FY 2021-22:

GENERAL FUND (110)	
	FY 2021-22
Revenues	\$57,853,840
Carryovers from FY 2020-21	1,595,714
Transfers-In	729,500
Total Revenues	\$60,179,054
Expenditures	\$57,132,350

Held for Carryovers for FY 2021-22	1,513,916
Transfer-Out	4,118,985
Total Expenditures	\$62,765,251
Revenues over Expenditures	(\$2,586,197)

The revenues over expenditures for the City's General Fund (110) is negative \$2,586,197 and is mainly attributed to the timing of the receipt of American Rescue Plan Act (ARPA) Federal funds. With the passing of ARPA, the City was projected to receive the second installment (\$5,173,758) of the Federal stimulus funding in Fiscal Year 2021-22, however the funds were received in Fiscal Year 2022-23. This change is reflected in these budget adjustments for the General Fund (110) and the Disaster Recovery Fund (911). A \$5,173,758 decrease of budgeted revenues in the Disaster Recovery Fund (911) and a corresponding decrease in budgeted transfers-out to the General Fund (110). Likewise, a \$5,713,758 decrease in budgeted transfers-in for the General Fund (110) is proposed.

To record the actual receipt date, a Fiscal Year 2022-23 budget adjustment will be proposed at a later date. As a reminder, these funds have been identified to be used for revenue replacement as a result of the COVID-19 pandemic so that the City is able to maintain service levels to the community. A General Fund balance is available to be used to cover this shortage, and all ARPA funds must be used by December 31, 2024.

Sales tax revenues are rebounding from the pandemic and are slowly increasing as a result of inflation and continued economic activity in various sectors including transportation, restaurant and construction. For Fiscal Year 2021-22, sales tax revenues received exceeded estimates by \$1,453,831 which is sufficient to cover a portion of the presented fourth quarter budget adjustments as highlighted below for the City's General Fund. The complete list including non-General Fund adjustments are provided in City – Exhibit A.

- On June 21, 2022, the City Council directed staff to transfer \$269,234, which is five percent of the Fiscal Year 2021-22 year-end estimate of \$5,384,689, to the City's Other Post Employment Benefit Fund (150). This Fund (150) was established as a savings account for post-employment medical benefits for retired employees and supplemental funds budgeted annually for Other Post Employment Benefit (OPEB) obligations.
- The General Fund supports the Paramedic Service Fund (174) for costs that exceed the Paramedic service revenues. Overall expenditures were higher than budgeted primarily due to salaries, benefits, and overtime costs incurred due to disability claims, as well as shift coverage for paid time off for personnel. The proposed adjustment of \$853,861 also maintains the three-month operating reserve limit.
- Sanitation and Street Sweeping Fund (440) - an annual transfer is made from the General Fund (110) in lieu of franchise fees collected on trash collection. For Fiscal Year 2021-22, staff is proposing an increase in the transfer from the General Fund (110) to the Sanitation and Street Sweeping Fund (440) of \$483,303 to fund those costs not covered by revenues, as well as to maintain the three-month operating reserve limit.
- The Fire Services Department continues to respond to mutual aid throughout California. Fire Administration continues to be diligent in seeking reimbursement for costs incurred. The mutual aid response cost of \$19,701 includes the 2022 Emerald Bay Fire Incident in Laguna Beach which was fully reimbursed. In addition, Fire Suppression's budget was over \$167,153 primarily due to salaries, benefits and overtime costs incurred due to

disability claims, as well as shift coverage for paid time off for personnel.

- The Parks Division in the Public Works Department incurred water costs of \$48,502 for park landscaping and maintenance from May 5, 2022 through July 7, 2022 that was not budgeted.

For Capital Improvement Projects, \$6,174 in funding from the Water Fund (420) and Sewer Fund (430) was needed to complete and close out the Replacement of Fence at the City Yard Project (CIP No. 7966). This is a result of fluctuating prices due to supply chain issues throughout the construction of the project. The Capital Improvement Program Budget adjustment is provided in CIP - Exhibit A and consists of an increase in expenditures of \$6,174 and corresponding adjustments to revenues and transfers-in as follows:

Water Utility Fund (420)	\$ 3,087
Sewer Utility Fund (430)	3,087
TOTAL	\$ 6,174

COMMISSION/COMMITTEE RECOMMENDATION

The attached FY 2021-22 budget adjustments were reviewed by the Finance Committee on November 29, 2022, and were recommended for City Council approval.

FISCAL IMPACT/SUMMARY

For FY 2021-22, the revenues over expenditures for the City's General Fund (110) is negative \$2,586,197 and the proposed budget adjustments amend the City's General Fund Operating Budget by a net decrease in budgeted revenues and transfers-in of \$4,654,292 as presented in City - Exhibit A. A General Fund balance is available to be used to cover this shortage, and all ARPA funds must be used by December 31, 2024.

The City Operating Budget adjustments for all funds including the General Fund resulted in a decrease in budgeted revenues and transfers-in of \$7,229,126 and a decrease in budgeted expenditures and transfers-out of \$3,657,377 for a net increase in budgeted revenue and transfers-in of \$3,571,749.

The Capital Improvement Program Budget adjustments resulted in an increase in budgeted expenditures of \$6,174 and a corresponding adjustment to revenues and transfers-in. Funding is available from the City's Water Fund (420) and Sewer Fund (430).

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Resolution - City

Resolution - CIP

RESOLUTION NO. 2022-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE CITY OPERATING BUDGET FOR FY 2021-22 AS AMENDED

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that the City Operating Budget for FY 2021-22, Resolution No. 2021-040, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

APPROVED AND ADOPTED this 6th day of December, 2022.

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 6th day of December, 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. 2022-077
December 6, 2022

City of Brea
BUDGET ADJUSTMENTS
FY 2021-22 OPERATING BUDGET

December 6, 2022

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>GENERAL FUND (110)</u>					
3111 (REV)	Secured Property Taxes	13,309,934	12,625,555	(684,379)	Due to the change in disbursement of property taxes from the County, the timing of funds differ than what was initially projected
3121 (REV)	Sales Tax	22,644,171	24,098,002	1,453,831	Increase in sales tax receipts more than projected
3985 (REV)	Transfer in from Fund 911	5,173,758	-	(5,173,758)	American Rescue Plan Act (ARPA) funds anticipated to come in FY 2021-22 however came in FY 2022-23
9150 (EXP)	Transfer Out to Fund 150	-	269,234	269,234	Per City Council direction on 6/21/22, 5% of FY 2021-22 estimate of \$5,384,689 approved to be transferred to the City's Other Post Employment Benefit (OPEB) Fund
9174 (EXP)	Transfer Out to Fund 174	1,154,830	2,008,691	853,861	Transfer to Fund 174 to cover paramedic services and fund reserve limit amount
9440 (EXP)	Transfer Out to Fund 440	196,758	680,061	483,303	Transfer to Fund 440 in lieu of franchise fees collected for trash collection and fund reserve limit amount
<u>Management Services</u>					
11** (EXP)	Management Services	3,719,165	3,540,324	(178,841)	Department realized vacancy and operational savings
<u>Administrative Services</u>					
14** (EXP)	Administrative Services	3,886,738	3,841,222	(45,516)	Department realized vacancy savings
<u>Police Services</u>					
21** (EXP)	Police Services	25,845,300	25,243,740	(601,560)	Department realized vacancy and operational savings
<u>Fire Services</u>					
3549 (REV)	State Grant - Other	134,021	153,722	19,701	Reimbursement for Strike Team Responses
2221 (EXP)	Fire Operations	5,672,367	5,692,068	19,701	Expenses related to Strike Team Responses
2221 (EXP)	Fire Operations	5,692,068	5,859,221	167,153	Increase in overtime due to shift coverage of fire staff on leave (vacation, sick, etc.) and cover shifts related to vacancies

City of Brea
BUDGET ADJUSTMENTS
FY 2021-22 OPERATING BUDGET

December 6, 2022

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>Community Development</u>					
32** (EXP)	Community Development	3,678,537	2,932,387	(746,150)	Department realized vacancy and operational savings
<u>Community Services</u>					
3643 (REV)	Youth Programming	140,871	155,623	14,752	Additional revenue from youth and teen programs
3644 (REV)	Classes	101,000	168,676	67,676	Additional revenue from contract classes
4145 (EXP)	Classes	163,495	209,391	45,896	Funding for contract class instructors
4211 (EXP)	Operations	1,069,500	1,085,773	16,273	Increase in unanticipated banking fees
4215 (EXP)	Fitness/Wellness Program	396,011	416,270	20,259	Increase in demand for additional fitness classes
3698 (REV)	Special Events	93,000	128,450	35,450	Additional revenue from various special events
4421 (EXP)	Special Events	218,714	254,164	35,450	Funding for special event activities including part-time hours, supplies, etc.
<u>Public Works</u>					
5141 (EXP)	Parks	1,121,316	1,169,818	48,502	A portion of the City's share of water costs for parks from May 5, 2022 through July 7, 2022
				<hr/>	
Change in Fund Revenues				(4,266,727)	
Change in Fund Expenditures				387,565	
Net Decrease in Fund Revenues				(4,654,292)	

City of Brea
BUDGET ADJUSTMENTS
FY 2021-22 OPERATING BUDGET

December 6, 2022

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>OTHER POST EMPLOYMENT BENEFIT (150)</u>					
3985 (REV)	Transfer In from Fund 110	-	269,234	269,234	Per City Council direction on 6/21/22, 5% of FY 2021-22 estimate of \$5,384,689 approved to be transferred to the City's Other Post Employment Benefit (OPEB) Fund
1482 (EXP)	Benefit	972,434	977,031	4,597	Additional number retiree benefits paid than what was originally budgeted. Offset will come from future collections from applicable funds.
				269,234	
				4,597	
				264,637	
<u>SUPPLEMENTAL LAW ENFORCEMENT SERVICES (173)</u>					
3411 (EXP)	Interest Earnings	300	440	140	Due to a change in accounting practices, investment fees are distributed proportionally to each fund based upon investment earnings for the quarter and are no longer netted in interest revenue
1424 (EXP)	Treasury	-	140	140	
				140	
				140	
				-	
<u>PARAMEDIC SERVICES FUND (174)</u>					
3116 (REV)	Paramedic Tax	4,843,000	4,778,533	(64,467)	Reduction in paramedic tax revenue
3636 (REV)	Special Fire Department Services	225,000	215,284	(9,716)	Reduction in Advanced Life Support (ALS) reimbursement from the City's ambulance provider than initially assumed at budget adoption
3985 (REV)	Transfer-in from Fund 110	1,154,830	2,008,691	853,861	Additional support from the General Fund (110) to support the Paramedic Program
2222 (EXP)	Paramedic Services	6,280,880	6,704,273	423,393	Increase in overtime due to shift coverage of fire staff on leave (vacation, sick, etc.)
				779,678	
				423,393	
				356,285	

City of Brea

**BUDGET ADJUSTMENTS
FY 2021-22 OPERATING BUDGET**

December 6, 2022

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>AFFORDABLE HOUSING TRUST FUND (270)</u>					
3411 (REV)	Interest Earnings	46,500	47,778	1,278	Due to a change in accounting practices, investment fees are distributed proportionally to each fund based upon investment earnings for the quarter
1424 (EXP)	Treasury	-	1,278	1,278	
	Change in Fund Revenues			1,278	
	Change in Fund Expenditures			1,278	
	Net Increase in Fund Expenditures			-	
<u>SUCCESSOR AGENCY HOUSING FUND (280)</u>					
3727 (REV)	Miscellaneous Revenues	17,000	22,000	5,000	Consultant cost reimbursement from Trumark Homes for each affordable housing unit sold
3753 (REV)	Loan Repayments	124,900	129,934	5,034	Due to receipt of unanticipated loan repayments more than originally budgeted
1424 (EXP)	Treasury	-	6,196	6,196	Due to a change in accounting practices, investment fees are distributed proportionally to each fund based upon investment earnings for the quarter
3215 (EXP)	Housing	318,676	322,514	3,838	Unspent appropriation from FY 2020-21 that was not requested by department to be carried over for Housing monitoring services
	Change in Fund Revenues			10,034	
	Change in Fund Expenditures			10,034	
	Net Increase in Fund Expenditures			-	
<u>LANDSCAPE & LIGHTING MAINTENANCE DISTRICT NO. 7 FUND (347)</u>					
1424 (EXP)	Treasury	-	9	9	Due to a change in accounting practices, investment fees are distributed proportionally to each fund based upon investment earnings for the quarter
5112 (EXP)	Maintenance Districts	30,552	36,287	5,735	Increase due to change in maintenance services contractor and unanticipated irrigation main line breaks.
	Increase in Fund Expenditures			5,744	Budget adjustment needed from available fund balance and reduction may be needed for FY 2022-23 to offset increased expenditures in FY 2021-22
<u>WATER FUND (420)</u>					
9510 (EXP)	Transfer Out to Fund 510	20,385,644	20,388,731	3,087	Funding for CIP No. 7966 - Replace Fence at City Yard
	Increase in Fund Expenditures			3,087	

City of Brea

**BUDGET ADJUSTMENTS
FY 2021-22 OPERATING BUDGET**

December 6, 2022

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>SEWER FUND (430)</u>					
9510 (EXP)	Transfer Out to Fund 510	2,980,127	2,983,214	3,087	Funding for CIP No. 7966 - Replace Fence at City Yard
Increase in Fund Expenditures				3,087	
<u>SANITATION AND STREET SWEEPING FUND (440)</u>					
3985 (REV)	Transfer-in from Fund 110	196,758	680,061	483,303	Transfer to Fund 440 in lieu of franchise fees collected for trash collection and fund reserve limit amount
Increase in Fund Revenues				483,303	
<u>GOLF COURSE FUND (465)</u>					
363G (REV)	Golf Course Revenue	3,391,944	4,049,980	658,036	Revenues received exceeded original projections
5149 (EXP)	Golf Course	3,166,533	3,824,569	658,036	Primarily attributed to the management incentive pay to Western Golf Properties for the period of March 2021 through June 2022, per the agreement
Change in Fund Revenues				658,036	
Change in Fund Expenditures				658,036	
Net Increase in Fund Expenditures				-	
<u>TRAFFIC IMPACT FEES FUND (540)</u>					
1424 (EXP)	Treasury	-	5,090	5,090	Due to a change in accounting practices, investment fees are distributed proportionally to each fund based upon investment earnings for the quarter
Increase in Fund Expenditures				5,090	
<u>STORM DRAN CONSTRUCTION FUND (550)</u>					
1424 (EXP)	Treasury	-	369	369	Due to a change in accounting practices, investment fees are distributed proportionally to each fund based upon investment earnings for the quarter
Increase in Fund Expenditures				369	
<u>CAPITAL MITIGATION IMPROVEMENT FUND (560)</u>					
1424 (EXP)	Treasury	-	4,095	4,095	Due to a change in accounting practices, investment fees are distributed proportionally to each fund based upon investment earnings for the quarter
Increase in Fund Expenditures				4,095	

City of Brea

BUDGET ADJUSTMENTS
FY 2021-22 OPERATING BUDGET

December 6, 2022

Account Number		Current Budget	Revised Budget	Funding Required	Description
<u>SUCCESSOR AGENCY SUPPORT AREA AB FUND (630)</u>					
1432 (EXP)	Agency Accounting	-	210	210	Due to increased banking fees
Increase in Fund Expenditures				210	
<u>PARS POST EMPLOYMENT BENEFIT FUND (810)</u>					
3412 (REV)	Interest Earnings	408,700	418,356	9,656	Due to a change in accounting practices, investment fees are distributed proportionally to each fund based upon investment earnings for the quarter
1424 (EXP)	Treasury	-	9,656	9,656	
Change in Fund Revenues				9,656	
Change in Fund Expenditures				9,656	
Net Increase in Fund Expenditures				-	
<u>DISASTER RECOVERY FUND (911)</u>					
3569 (REV)	Federal Grants - Other	5,173,758	-	(5,173,758)	American Rescue Plan Act (ARPA) funds anticipated to come in FY 2021-22 however came in FY 2022-23.
9110 (EXP)	Transfer Out to Fund 510	5,173,758	-	(5,173,758)	
Change in Fund Revenues				(5,173,758)	
Change in Fund Expenditures				(5,173,758)	
Change in Fund Revenues				-	
CHANGE IN TOTAL REVENUES				(7,229,126)	
CHANGE IN TOTAL EXPENDITURES				(3,657,377)	
TOTAL NET FUND DECEREASE IN REVENUES				3,571,749	

RESOLUTION NO. 2022-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEAR 2021-22 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATING ADDITIONAL FUNDS

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2021-22 of the Capital Improvement Program Budget, Resolution No. 2021-041, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

APPROVED AND ADOPTED this 6th day of December, 2022.

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 6th day of December, 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. 2022-078
December 6, 2022

City of Brea

QUARTERLY BUDGET ADJUSTMENTS
FY 2021-22 CAPITAL IMPROVEMENT PROGRAM BUDGET

December 6, 2022

Account Number			Current Budget	Revised Budget	Funding Required	Description
9420	(REV)	Transfers-in from Fund 420	130,355	133,442	3,087	Funding from the Water Fund (420) and Sewer Fund (430) to close-out the Replacement of Fence at the City Yard Project (CIP No. 7966). This is a result of fluctuating prices due to supply chain issues through out the construction of the project.
9430	(REV)	Transfers-in from Fund 430	130,355	133,442	3,087	
7966	(EXP)	Replace Fence at City Yard	48,938	55,112	6,174	
						-

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2022

RECOMMENDATION

Receive and file report.

BACKGROUND/DISCUSSION

The City Council established and adopted various Development Impact Fees in 1995 to pay for necessary infrastructure improvements, as well as infrastructure needed to support new development projects within Brea. These included Water, Traffic, Fire and Dispatch Impact Fees. An annual review of fees occurs with the budget process, with fee updates made as governed by the terms of the applicable impact fee ordinance or resolution.

Government Code § 66006, commonly referred to as AB1600, requires municipalities that impose Development Impact Fees undertake an annual accounting of such fees within 180 days after the close of the fiscal year and make this report available to the public. The report is to provide the beginning and ending balances for the fiscal year, the fees, interest income, expenditures, and any refunds pursuant to Government Code § 66001(f). In addition, for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City is required to make all findings with respect to that portion of the account or fund remaining unexpended. All Development Impact Fees collected by the City of Brea are committed to capital projects or to finance infrastructure improvements.

Some of the needs for capital facilities to accommodate new growth identified during past impact fee nexus studies have been addressed by completing capital projects and purchasing specified equipment and facilities. Many of the Traffic and Water system improvements identified as necessary to accommodate future growth in the City have not been completed. The capital improvement program to meet those needs continues to make progress annually.

COMMISSION/COMMITTEE RECOMMENDATION

This item was reviewed and approved with no comment by the Council Finance Committee on 11/29/2022.

FISCAL IMPACT/SUMMARY

Traffic, Water, Dispatch and Fire Impact Fees have realized revenues and incurred expenditures as detailed in the Annual Report for Fiscal Year ended June 30, 2022. This item has no General Fund impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Wade Whitman, Management Analyst

Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer

Ryan Chapman, P.E., Assistant City Engineer

Attachments

Annual Report

Five Year Findings Report

CITY OF BREA
DEVELOPMENT IMPACT FEE PROGRAM

Annual Report

Fiscal Year Ended June 30, 2022

Prepared on 11/16/22

Pursuant to Government Code Section 66006, the following information contains information that is required to compile the annual report for Development Impact Fees. There were no refunds related to water impact fees, traffic impact fees, dispatch impact fees, or fire impact fees made pursuant to subdivision (e) and (f) of Section 66001.

Water Impact Fees (Fund 541) was established in order to offset new development projects within the City and its sphere-of-influence. These fees are necessary to ensure that adequate water infrastructure and facilities are provided to new development projects.

District Fee Area	Pressure Zone	Fee	Unit of Fee
District #1	All Zones	\$551	Per 1" Meter Equivalent
District #2	Zone 790 & Below	\$4,237	Per 1" Meter Equivalent
District #2	Zone 900	\$31,520	Per 1" Meter Equivalent
District #2	Zone 1050 & Above	\$114,644	Per 1" Meter Equivalent
District #3	Zone 790 & Below	\$551	Per 1" Meter Equivalent
District #3	Zone 1000	\$23,061	Per 1" Meter Equivalent
District #3	Zone 1200	\$25,015	Per 1" Meter Equivalent
District #3	Zone 1400 & Above	\$25,015	Per 1" Meter Equivalent

The beginning balance was \$1,130,667.55 and the ending balance was \$1,145,792.53. The fees collected were \$11,059 and the interest earned was \$15,778.14.

For fiscal year 2021-22, \$11,577.90 was spent on administrative/operational costs and there were project expenditures of \$134.26 on CIP 7932, which is the City Reclaimed Water Conversion Project. There are \$9,005 of funds appropriated for capital projects in FY 2022-23 and the remainder of funds available are planned to be committed to CIP 7474, which is the AMR (Meter Reading) Upgrade to AMI project.

Traffic Impact Fees (Fund 540) was established to offset new traffic impacts and finance construction of new traffic improvements caused by new development projects within Brea, including areas within its sphere of influence.

Land Use Category	Fee	Unit of Fee
Low Density Residential (Up to 6 d.u. per acre)	\$1,974	Per Dwelling Unit
Medium Density Residential (7 to 12 d.u. per acre)	\$1,453	Per Dwelling Unit
High Density Residential (13 d.u. per acre & over)	\$1,203	Per Dwelling Unit
Commercial, General and Mixed Use	\$2.35	Per Gross Square Foot
Regional Commercial	\$2.24	Per Gross Square Foot
Office/Industrial	\$1.25	Per Gross Square Foot
School	\$0	Per Student
Other	\$89	Per Trip End

The beginning balance in this fund was \$5,356,256.24 for the fiscal year with an ending balance of \$5,684,089.03. The fees collected were \$535,877.55, the interest earned was \$66,459.35 and there were miscellaneous revenues of \$34,347.72. There are \$3,898,458.26 of funds appropriated for eligible capital projects in FY 2022-23 and remainder of funds available have been committed to future projects in the City's Seven-Year Capital Improvement Program. There were no funds uncommitted.

For fiscal year 2021-22, \$106,832.09 was spent on administrative/operational costs and \$202,019.74 was spent on project expenditures. The project expenditures were as follows:

<u>Project</u>	<u>Expenditures</u>
Project 7251 SR-57 Freeway/Lambert Road Interchange	\$131.25
Project 7278 Imperial Hwy. and Berry St. Intersection Improvements	\$23,280.83
Project 7306 Imperial Hwy./SR-57 Interchange Improvements	\$84,209.68
Project 7704 Emergency Changeable Message Signs	\$20,660.14
Project 7709 Birch Street Traffic Signal Synchronization	\$38,186.08
Project 7717 Cliffwood Neighborhood Traffic Calming Improvements	\$35,551.76

Total Impact Fee Expenditures **\$202,019.74**

Dispatch Impact Fees (Fund 543) was established by Ordinance 968 to offset new dispatch/communications impacts and finance acquisition, installation and/or construction of new dispatch/communications facilities necessitated by new development projects within Brea, including portions of its sphere of influence when annexed into the City.

Land Use Category	Fee	Unit of Fee
Single Family Residential	\$55	Per Dwelling Unit
Multifamily Residential	\$40	Per Dwelling Unit
Commercial	\$55	Per 1,000 Square Foot
Office	\$77	Per 1,000 Square Foot
Industrial	\$40	Per 1,000 Square Foot

The beginning balance in this fund was \$19,407.84 with an ending balance of \$26,071.14. The fees collected were \$6,572.95 and interest earned was \$347.87.

For fiscal year 2021-2022, \$257.52 was spent on administrative/operational costs, there were no project expenditures.

Fire Impact Fee (Fund 542) was established to fund the cost of building a fire station and purchasing new fire engines and equipment required to serve new development.

Land Use Category	Fee	Unit of Fee
Single Family Residential	\$1,029	Per Dwelling Unit
Multifamily Residential	\$731	Per Dwelling Unit
Commercial	\$191	Per 1,000 Square Foot
Office	\$267	Per 1,000 Square Foot
Industrial	\$138	Per 1,000 Square Foot

The beginning balance in this fund was \$726,729.48 with an ending balance of \$654,684.90. The fees collected were \$22,826.03 and the interest earned was \$8,866.61.

For fiscal year 2021-22, \$13,930.83 was spent on administrative/operational costs and \$89,806.39 was spent on project expenditures for 4641 Fire Command Vehicles & Equipment.

CITY OF BREA
DEVELOPMENT IMPACT FEE PROGRAM
Five Year Findings Report
FY 2016/2017 to 2021/2022
Issued on December 6th, 2022

Pursuant to Government Code Section 66006, for the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City of Brea (the “City”) shall make findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

DISPATCH IMPACT FEES were established by Ordinance 968 in order to offset new dispatch/communications impacts and to finance acquisition, installation and/or construction of new dispatch/communications facilities necessitated by new development projects within the City, including annexed portions of its sphere of influence.

The Development Impact Fee Nexus Study prepared by the consulting firm of MuniFinancial in November 2006 demonstrated the reasonable relationship between the fees and the purposes for which they have been used. In 2012, the Nexus Fee Study entitled “Fire and Dispatch Impact Fee Study” proposed updated impact fees, which increased from the 2006 study. However, this study was not approved and the 2006 fees remained unchanged (Exhibit ‘A’). A Dispatch Impact Fee Study is currently being prepared, and the results of the study are anticipated to be taken to City Council for adoption in calendar year 2023.

There are no funds uncommitted for five years or more.

FIRE IMPACT FEES were established on issuance of all building permits for any new development in the City of Brea, including portions of its sphere of influence when annexed into the city of Brea, to pay for certain fire improvements/facilities.

The Development Impact Fee Nexus Study prepared by the consulting firm of MuniFinancial in November 2006 demonstrated the reasonable relationship between the fees and the purposes for which they are being used. In 2012, the Nexus Fee Study entitled “Fire and Dispatch Impact Fee Study” proposed updated impact fees, which increased from the 2006 study. However, this study was not approved and the 2006 fees remained unchanged (Exhibit ‘B’). A Fire Impact Fee Study is currently being prepared, and the results of the study are anticipated to be taken to City Council for adoption in calendar year 2023.

Until new information is obtained, the cost estimates set forth in Exhibit “B” are reasonable, and the fees expected to be generated by new development are not anticipated to exceed the total of these costs. All fees collected will be deposited into the appropriate fund.

There are no funds uncommitted for five years or more.

TRAFFIC IMPACT FEES were established by Ordinance 966 on issuance of all building permits for any new development in the City of Brea, including portions of its sphere of influence when annexed into the city of Brea, to pay for certain traffic improvements.

The Transportation Improvement Nexus Program 2011 Update prepared by the consulting firm of Austin-Foust Associates, Inc. dated November 2011, demonstrates the reasonable relationship between the fees and the purposes for which they are being used. Since 2017, some progress has been made in the last five years and the needs for capital facilities to serve new residents and the program of capital projects to meet those needs remain unchanged.

Based on the 2011 update the cost estimates set forth in Exhibit “C” are considered low compared to the current 2022 costs estimates for constructing these facilities, therefore it is recommended that a Nexus Fee Study Update be completed in 2023 to reflect the increased costs. The fees expected to be generated by new development to date are not anticipated to exceed the total of these costs. All fees collected will be deposited into the appropriate fund.

There are no funds uncommitted for five years or more.

WATER IMPACT FEES were established by Ordinance 967 on issuance of all building permits for any new development in the City of Brea, including portions of its sphere of influence when annexed into the city of Brea, to pay for certain water improvements.

The Water Master Plan 2002 Update prepared by the consulting firm Daniel Boyle Engineering, established the water impact fees and methodology to calculate the fees. The Water Master Plan Update by Psomas Engineering in November 2009 demonstrated the reasonable relationship between the fees and the purposes for which they were proposed to be used. In the 2021 Water Master Plan Update, prepared by the consulting firm Civiltec Engineering Inc., this relationship was confirmed and identified further recommended improvements.

The 2002 cost estimates set forth in Exhibit “D” have been updated using the established acceptable method which is construction cost index (cci) information from Engineering News Record (ENR). These are reasonable cost estimates for constructing these facilities, and the fees expected to be generated by new development are not anticipated to exceed the total of these costs. All fees collected will be deposited into the appropriate fund. A Water Impact Fee Study is currently being prepared, and the results of the study are anticipated to be taken to City Council for adoption in calendar year 2023.

The City is actively working on a capital improvement program project to upgrade the existing automated meter reading system, to advance metering infrastructure technology within the city service area. The scope of this work is anticipated to be broken into two phases. Phase one for the meter infrastructure, and phase two for the required meter upgrades. A request for proposal is anticipated to be released for the phase one scope of work within 2023. Funds will be committed for this phase and all future phases of the project.

Table 4.5: Brea Dispatch Equipment - Planned Acquisitions

	Quantity	Unit Cost	Total Cost
<u>Equipment¹</u>			
CAD Upgrade ²	1	1,197,000	1,197,000
Furnishings	NA	NA	13,000
Total New Equipment			\$ 1,210,000
Percentage allocated (60.8%) to City of Brea ²			\$ 735,700
Percentage allocated (39.2%) to City of Yorba Linda ²			\$ 474,300

Fair Share of "Common Items" value:
\$ 20,325
Fair Share of Financing cost:

\$ 144,983

¹ Planned equipment purchases from City of Brea.

² Total cost of the CAD upgrade is \$1,500,000. The cost including financing costs will be \$1,710,000. The value shown is net of the portions of the total cost allocated to RMS and fire.

³ Percentages determined from contract agreement between City of Brea and City of Yorba Linda.

Sources: Brea Police Department.

		Totals w/o		Common		Spread Common		Spread Financing		Adjusted	
		Items		Percent		Items - \$29,440		\$210,000		Distribution	
CAD Sub-System	CAD	1,028,496	70%	20,608	147,894	1,196,998					
Police RMS Sub-System	PRMS	368,637	25%	7,386	53,009	429,032					
Fire RMS Sub-System	FRMS	72,150	5%	1,446	10,375	83,971					
Common Items	COM	29,440	0%	-	-	-					
Total Cost for Complete System		1,498,723	100%	29,440	211,277	1,710,001					

Table 3.6: Brea Fire Planned Facilities

	Amount	Unit Cost	Total Cost
<u>Planned Fire Station</u> ¹			
Land	1.00 acres	\$ 919,500	\$ 919,500
Building ²	6,000 sq. ft.	330	1,980,000
Subtotal			\$ 2,899,500
<u>Vehicles & Equipment</u> ³			
2003 KME 23012 ⁴		\$	211,300
2003 KME 23014 ⁴			211,300
Other Equipment			79,300
Subtotal		\$	501,900
<u>Other</u>			
Fire RMS Sub-System ^{5, 6}		\$	84,000
Subtotal		\$	84,000
Subtotal New Facilities			\$ 3,485,400

¹ Additional station to be built that may replace existing Station 4, which is under a monthly lease. This planned station is to be similar to that of existing Station 2.

² Estimated building cost from Brea Fire Department.

³ Assumes same inventory as Station 2 in Table 3.4.

⁴ 2003 KME planned value is the remaining balance that is yet to be paid on these two vehicles. Total cost for each 2003 KME is \$370,900 and the total amount paid to date for each 2003 KME is \$159,600. This leaves the amount of \$211,300 to be paid as the remainder of the balance for each of the 2003 KME vehicles.

⁵ Fire RMS Sub-System is part of CAD upgrade that is dedicated to fire, so Fire Department will assume the burden of cost.

⁶ Fire RMS Sub-System includes financing cost.

Sources: City of Brea Fire Department.

Table 5
SUMMARY OF NEXUS IMPROVEMENTS

IMPROVEMENT	DESCRIPTION
SR-57/Lambert Road Local Share	This project will reconfigure the on and off ramps in accordance with the Caltrans-approved project study report. The estimated cost is \$38 million. It is proposed to contribute \$10 million from the traffic impact fee program.
SR-57/Imperial Highway	This project will address traffic operational issues on Imperial Highway between Randolph Avenue and the freeway interchange. It would include modification of the southbound on-ramp to provide for additional queuing on the ramp as well as lane configuration modifications and traffic signal and overhead signing improvements. The proposed contribution from the impact fee program is \$2.5 million.
Traffic Control Technology Improvement Program	This project recognizes the limited opportunities to provide additional roadway capacity through roadway widening projects. The project will focus on operational enhancements using technology. It will include upgrades to the obsolescent traffic signal system, video detection and surveillance, emergency vehicle traffic signal pre-emption and other technology as it becomes available. The proposed contribution from the impact fee program is \$2 million.
Imperial Highway at Berry Street	This project will widen Imperial Highway to construct a westbound right turn lane. The proposed contribution from the impact fee program is \$200,000.
Imperial Highway and Kraemer Boulevard	This project will widen Imperial Highway and Kraemer Boulevard to construct a westbound right turn lane and a third northbound lane. The proposed contribution from the impact fee program is \$540,000.
Citywide Emergency Vehicle Traffic Signal Pre-empt System	This project will install equipment at traffic signals throughout the city that allows emergency vehicles to pre-empt the signals to green in the direction they are traveling. This will enhance safety and emergency response times. The proposed contribution from the impact fee program is \$150,000.
Lambert Road at Puente Street	This project will widen Lambert Road to construct a westbound right-turn lane. The proposed contribution from the impact fee program is \$260,000.
Traffic Signal Controller Upgrade	This project will partially fund replacement of obsolescent traffic signal control equipment with current vintage equipment. The proposed contribution from the impact fee program is \$860,000.
Central Avenue at Brea Boulevard	This project will widen Central Avenue to construct an eastbound right turn lane. The proposed contribution from the impact fee program is \$200,000.
Brea Boulevard north of Central Avenue	This project will widen Brea Boulevard to Master Plan of Arterial Highway standards from north of Central Avenue to the north city limit. The proposed contribution from the impact fee program is \$1,500,000.
Emergency Changeable Message Signs	This project will address traffic congestion problems resulting from closures on Carbon Canyon Road due to fire rock slides, traffic accidents, etc. It will install changeable message signs at five locations strategically selected to direct traffic away from the road closures. The signs will be linked to the Caltrans Transportation Management Center. The proposed contribution from the impact fee program is \$300,000.

TABLE 7
Water Impact Fee⁽¹⁾

Fee Area	Pressure Zone⁽²⁾	Storage Fee per 1" M.E.	TM & BPS Fee for 1" M.E.	Total Water Impact Fee
AREA 1	790 & Below	\$0	\$300	\$300
AREA 2	790	\$0	\$2,305	\$2,305
	900	\$7,490	\$9,656	\$17,147
	1050	\$13,333	\$49,034	\$62,367
AREA 3	790	\$0	\$300	\$300
	1000	\$10,715	\$1,830	\$12,545
	1200	\$6,113	\$3,199 ⁽³⁾	\$13,608⁽³⁾
	1400	\$6,113	\$7,495	\$13,608

⁽¹⁾ In addition to the above fees, any additional facilities not shown on Exhibit 3, such as hydro-pneumatic pump stations to serve localized higher zones and local water pipelines required to bring water service to a particular property will be the responsibility of the developer.

⁽²⁾ If water is pressure reduced to a lower zone, Water Impact Fees will be calculated based upon the highest zone through which water is conveyed to the service area.

⁽³⁾ Any development in 1200 zone will depend on 1400 zone facilities and pay same fee.

APPLICATION OF WATER IMPACT FEES

Step One – Determine Fee Area

Using Exhibit 2, determine in which of the three Fee Areas the property subject to fees is located.

Step Two – Determine the Number of Meter Equivalents by Pressure Zone

Using the information above, determine the number of meter equivalents by pressure zone. Exhibit 4 provides a general guide to pressure zones and their locations. Preliminary planning documents prepared by the developer are required which show topographic elevations and a preliminary layout of the water system by pressure zone.

As a general guide, the following indicates the approximate range of elevation that can be served by each pressure zone within Fee Areas 2 and 3:

Fee Area 2

<u>Pressure Zone</u>	<u>General Range of Service Elevation</u>
790	550' to 690'
900	650' to 800'
1050	800' to 950'

Fee Area 3

<u>Pressure Zone</u>	<u>General Range of Service Elevation</u>
790	550' to 690'
1000	690' to 900'
1200	900' to 1100'
1400	1100' to 1300'

Step Three - Calculate Water Impact Fee

Calculate the Water Impact Fee by applying the fees from Table 6 above, to the number of meter equivalents by zone, for the appropriate Fee Area.

RECOMMENDATIONS FOR FUTURE ADJUSTMENT

The Water Impact Fees should be analyzed and, if necessary, adjusted annually to account for changes in water system planning, proposed development, actual cost of facilities constructed, inflation and other relevant factors.

The estimated costs and resulting fees published in the 2002 Water Master Plan Update and contained herein were based upon the Engineering News Record (ENR) 20 City average Construction Cost Index (CCI) of 6589. The ENR is published by McGraw-Hill and available on the Internet at www.enr.construction.com. The water impact fees are directly proportional to construction cost, therefore the fees can be adjusted directly by the ratio of the base 20 City CCI (6589) divided by the current 20 City CCI at the time of the update.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: Orange County Transportation Authority Annual Measure M2 Expenditure Report

RECOMMENDATION

Adopt Resolution concerning the Measure M expenditure report. Authorize staff to amend the Orange County Transportation Authority (OCTA) Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2022-23 through 2028-29 to include CIP 7251, SR-57 Freeway/Lambert Road Interchange Project.

BACKGROUND/DISCUSSION

On November 7, 2006, voters approved Renewed Measure M, which is commonly referred to as M2. M2 is a 30-year program extension of the original Measure M (1991-2011) to fund countywide transportation facility and service improvements by transactions and use tax of one-half of one percent (1/2%). M2 requires that each jurisdiction adopt an annual expenditure report to account for funds expended that satisfy the Measure M Maintenance of Effort (MOE) requirement and expenditures of all activities funded with M2 revenues within six (6) months of the jurisdiction's fiscal year-end.

Each year, the City must provide specific documentation to the Orange County Transportation Authority (OCTA) in order to maintain Measure M2 eligibility for local fair share and competitive grant funding. OCTA is the local transportation authority responsible for administering proceeds of the M2 sales tax. The City of Brea routinely applies for competitive funding through the Comprehensive Transportation Funding Program (CTFP), which is a component of M2. The CTFP brings a number of competitive grant programs through M2 under one set of procedures and guidelines. M2 funds enable the City to undertake significant capital projects that improve the transportation and circulation system in Brea.

To maintain eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to OCTA. The submittal for Fiscal Year 2022-23 required documentation including the submittal of an Eligibility Checklist & Certification, the 7-Year Capital Improvement Program (CIP) Budget presented in OCTA OC Fundtracker format, the Staff Report and Minutes for City Council adoption of the 7-Year CIP, a Maintenance of Effort (MOE) Documentation & Certification, and Letter regarding Transit/Non-Motorized Transportation in the General Plan.

The City's Measure M2 Eligibility Submittal Package for Fiscal Year 2022-23 was approved by City Council at the June 21, 2022, meeting, and staff completed the submittal to OCTA. The City's Measure M2 Eligibility Submittal Package was subsequently reviewed by OCTA, where it

was identified that CIP 7251, the SR-57 Freeway/Lambert Road Interchange Project, would need to be added to the 7-Year CIP Budget as the project has not yet been completed, as the project schedule has been extended by the lead agency. Amending the OCTA Measure M2 Seven-Year CIP allows all projects on the M2 Seven-Year CIP to be eligible to receive Measure M2 funding.

As mentioned previously, this Measure M2 Expenditure Report is required to be submitted within six (6) months of year-end to complete our eligibility requirements. OCTA staff has reviewed a draft of this report and all attachments and provided preliminary approval. By adopting this resolution, the City will maintain its compliance with this requirement.

COMMISSION/COMMITTEE RECOMMENDATION

This item was reviewed and approved with no comments by the Council Finance Committee on 11/29/2022.

FISCAL IMPACT/SUMMARY

Continued compliance with the M2 Maintenance of Effort requirement will enable the City of Brea to continue being eligible for Local Fair Share and competitive grant funding. The annual submittal of the Measure M2 Eligibility Submittal Package to the Orange County Transportation Authority (OCTA) is required to confirm the City’s ability to receive Measure M2 sales tax revenue funds. Approval of the recommended action will satisfy these requirements for Fiscal Year 2022-23. This action has no negative impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Wade Whitman, Management Analyst
Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer
Ryan Chapman, P.E., Assistant City Engineer

Attachments

Resolution
Annual M2 Expenditure Report

RESOLUTION NO. 2022-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CONCERNING THE MEASURE M2 (M2) EXPENDITURE REPORT FOR THE CITY OF BREA

A. **RECITALS:**

(i) Whereas, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

(ii) Whereas, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

(iii) Whereas, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

(iv) Whereas, the M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

(v) Whereas, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

B. **RESOLUTION:**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brea does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of

RESO NO. 2022-079
December 6, 2022

fiscal year.

- b) The M2 Expenditure Report is hereby adopted by the City of Brea.
- c) The City of Brea Administrative Services Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2022

PASSED, APPROVED AND ADOPTED this 6th day of December 2022.

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 6th day of December 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2022-079
December 6, 2022

M2 Expenditure Report
Fiscal Year Ended June 30, 2022
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ 1,455,415.00	\$ 103,116
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ (22,092.00)	\$ -
Q Local Fair Share	4	\$ 1,281,914.00	\$ 180,263
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 56,045.00	\$ 1,147
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 2,771,282.00	\$ 284,526
Monies Made Available During Fiscal Year	14	\$ 1,262,799.55	\$ 76,012
Total Monies Available (Sum Lines 13 & 14)	15	\$ 4,034,081.55	\$ 360,538
Expenditures During Fiscal Year	16	\$ 2,964,916.23	\$ -
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ (106,361.32)	\$ 158,712
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ (60,278.08)	\$ -
Q Local Fair Share	20	\$ 1,174,623.04	\$ 199,949
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 61,181.68	\$ 1,877
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ -	\$ -


* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2022
Sources and Uses

Description		Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ -	\$ 55,596
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q	Local Fair Share	4	\$ 1,205,653	\$ 19,686
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 57,147	\$ 730
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	\$ 1,262,800	\$ 76,012
Expenditures:				
A-M	Freeway Projects	14	\$ -	\$ -
O	Regional Capacity Program (RCP)	15	\$ 1,561,776	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ 38,186	\$ -
Q	Local Fair Share	17	\$ 1,312,944	\$ -
R	High Frequency Metrolink Service	18	\$ -	\$ -
S	Transit Extensions to Metrolink	19	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 52,010	\$ -
V	Community Based Transit/Circulators	22	\$ -	\$ -
W	Safe Transit Stops	23	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
	Other*	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	\$ 2,964,916	\$ -
TOTAL BALANCE (Subtract line 26 from 13)		27	\$ (1,702,117)	\$ 76,012

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2022
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees*	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ²	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	\$ -	\$ 67,364	\$ 65,053	\$ -	\$ 3,161	\$ -	\$ 34,085	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,664
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ 202,020	\$ 1,496,723	\$ -	\$ -	\$ -	\$ 345,038	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,043,781
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ 35,025	\$ -	\$ 933,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 968,845
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction¹	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ -	\$ 202,020	\$ 1,496,723	\$ -	\$ 35,025	\$ -	\$ 1,278,859	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,012,626
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 1,367,404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,367,404
Total Maintenance¹	16	\$ 1,367,404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,367,404
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,010	\$ -	\$ -	\$ 52,010
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,367,404	\$ 269,384	\$ 1,561,776	\$ -	\$ 38,186	\$ -	\$ 1,312,944	\$ -	\$ -	\$ -	\$ 52,010	\$ -	\$ -	\$ 4,601,704
Finance Director Confirmation	19	<p>Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures.</p> <p>Finance Director Initial: </p>													

¹ Includes direct charges for staff time² Other M2 includes A-M, R,S,T,U,V, and W

+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2022

I hereby certify that:


- ☒ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☒ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☒ The City of Brea is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☒ The City's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☒ The City of Brea has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to one of the maintenance of effort requirements below¹⁰:

A) The City/County met the existing FY 2021-22 MOE benchmark dollar amount.

B) The City/County met a proportional MOE benchmark amount of FY 2021-22 General Funds Revenues that is at least equal to the percent listed in column C of Exhibit 2 in the M2 Eligibility Guidelines.¹³

Monica Lo, Deputy Director of Administrative Services
for Director of Administrative Services (Print Name)

11/23/2022
Date



Signature

¹³ An Actual General Fund Revenue excerpt from a jurisdiction's Annual Comprehensive Finance Report (ACFR) must be provided as backup documentation.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: Approve Purchase and Replacement of Voice Logger System in Police Dispatch

RECOMMENDATION

Appropriate \$62,000 from the FY 2022-23 Operating Budget to purchase a replacement voice logger system for Police Dispatch.

BACKGROUND/DISCUSSION

A Voice Logging Recorder is a system of software and hardware installed in 9-1-1 dispatch centers that records and archives incoming and outgoing phone calls that come into the centers' lines. The system also records and archives all radio traffic between police and fire field personnel, dispatchers, surrounding agencies, and Public Works. Recording these communications is key to incident re-creation, and can be used for improving employee performance. Recordings capture details of critical incidents such as officer-involved shootings and police pursuits, and capture interactions between employees and the public. Recordings are routinely used as evidence in the prosecution of crimes, and in proving and disproving allegations of police employee misconduct.

There are legal requirements regarding these recording. California Penal Code Section 13730, for example, requires each law enforcement agency to have a system to record domestic violence-related calls for assistance to the Police Department. Using a system like this ensures adherence to this legal statute. Preservation of audio recordings is also essential to fulfill requirements of the California Public Records Act (PRA) and evidence disclosure laws under Brady.

The current voice logging recorder system was purchased and installed in 2012. The life expectancy of this system was five to seven years. In 2018, using funding from the State, and in conjunction with the replacement of the 9-1-1 call handling equipment, new hardware was installed to the Police Department's voice logging recorder system. This allowed the current system to exceed its life expectancy. The current system has reached a point where it needs to be replaced urgently. The current hardware and software are no longer supported by the manufacturer, meaning new parts are unavailable and can no longer be repaired. Any technical support will stop in early 2023. The system continues to suffer failures that have resulted in lost recordings. In 2021, for example, the system suffered 13 hardware failures requiring replacement parts. Although these failures were covered under warranty, they resulted in lost recordings from the radio and phone systems.

This trend has continued. Failures have increased, resulting in lost recordings. This is expected

to continue and worsen as the system continues to age. The system seems to be on the verge of complete irreparable failure. If the system were to fail, it would not be able to be repaired (as replacement parts and software support will no longer be available). Audio may not be recorded and would not be archived. Audio recordings requested pursuant to a PRA, Freedom of Information Act (FOIA), or Brady discovery request would require a manual search of recordings. This would be a manpower-intensive process that might not result in any recordings being located.

Looking to the future, Next Generation 9-1-1 is set to be deployed throughout California by the end of 2023. The current standards and network infrastructure designed and deployed for the statewide delivery of 9-1-1 calls require an audio logging system to record Session Initiation Protocol (SIP) based 9-1-1 call traffic, including voice, text, video, and media elements. The existing system does not support Next Generation 9-1-1.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this Staff Report at their November 29, 2022 meeting.

FISCAL IMPACT/SUMMARY

The Police Department proposes allocating \$62,000 to fund the immediate replacement of this system.

The Police Department obtained three quotes to replace the voice logger system. A company called Capture Technologies maintains the current system, and provided the lowest quote - \$58,266.98. A copy of the quote is attached. The quote includes all hardware and software, shipping installation, training, and a 36-month warranty with 24-hours per day service. It is worth noting that the other two quotes were higher than this and did not include warranties or a maintenance/service plan.

The Police Department added a small amount of contingency money to the appropriation request to cover for any unforeseen costs.

The voice logger will likely need to be replaced in the next 5-7 years. The Police Department proposes allocating \$10,000 per year for the next 6-7 years, ideally in the Dispatch Impact Fees fund (Fund 543), in order to fund the future replacement of this system.

The Police Department currently budgets \$5,800 per year for maintenance of this system. The money is in account 110-21-2133-4249. This money would not need to be allocated or spent during the three years that the new system is under warranty. This represents an offset of \$17,400 over that time.

There is sufficient fund balance in the General Fund for this request.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Tina Meyer, Dispatch Supervisor

Concurrence: Adam Hawley, Chief of Police

Attachments

Quote #1

Quote #2

Quote #3



An Employee-Owned Company

Capture Technologies, Inc.

6060 Sunrise Vista Dr. Suite 3000, Citrus Heights, CA 95610

t. 800.544.5050 f. 510.534.0202

Quotation

Number CAPQ7778-03

Date Nov 16, 2022

GSA# GS-35F-0415V

CMAS# 3-22-03-1070

DUNS# 00-923-9815

Sold To

BREA Police Department

Tina Meyer
1 Civic Center Circle
BREA, CA 92821

Ship To

BREA Police Department

Tina Meyer
1 Civic Center Circle
BREA, CA 92821

Account Executive

Chris Williams

6060 Sunrise Vista Drive
Suite 3000
Citrus Heights, CA 95610
CSL #876993
cwilliams@capturet.com

Phone 714.990.7774

EMAIL

tinam@ci.brea.ca.us

Phone 714.990.7774

EMAIL

tinam@ci.brea.ca.us

Phone 510-967-2221

EMAIL

cwilliams@capturet.com

Deposit Requested

\$29,133.49

Terms

MILESTONE Billing

SUB-Total **\$56,865.00**

Product	Included
Services	Included
S&H	Included
Tax	\$1,401.98

\$58,266.98

Description

QUOTED: Capture Technologies Providing turnkey EVENTIDE Hardware & Software Recording

INCLUDES: VESTA IP integration + & REPORTS!

INCLUDES: 1 NexLog EVENTIDE 740-DX Recording system turnkey with 48 LICENSED channels to RECORD (24 channels ANALOG + 24 Channels VOIP) VESTA/MITEL

INCLUDES: DUAL Hard Drives & Power Supplies Hot Swap!

INCLUDES: 6 TB NAS for long term storage !

INCLUDES: SIP/REC integration licensing (NG911)

INCLUDES: Capture Technologies Certified Installing & Training & Project Management + Support ONSITE

INCLUDES: 36 months Onsite Tech support and Hardware & Software Warranty & SMA 24/7

INCLUDES: Shipping & Handling

Part #	Description	Qty	Unit Price	Ext. Price
	EVENTIDE RECORDING HARDWARE & SOFTWARE			
	INCLUDES:	1	\$16,140.00	\$16,140.00
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, Dual Hot- swap 120-240VAC 50/60Hz power supplies			
DX705-1	UPGRADE-RAID Hard Drives Hot Swap! 2x2TB HotSwap MegaRAID1=2TB storage			
DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)			
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740+DX)			

Part #	Description	Qty	Unit Price	Ext. Price
	(24) ANALOG RADIO Channels			
DXANA24	24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses			
109033-007	Quick Install Kit (23 ft Cable + "66" Block)			
	NAS Auto Archiving Separate device (4TB) USABLE LONG TERM STORAGE			
RR230400-NAS	NETGEAR ReadyNAS 2304, (6TB in a RAID array) Rackmount 1U 4-bay, Dual Gigabit **(4TB Usable Storage)** Includes Install and Support Services for 24 months Warranty	1	\$1,950.00	\$1,950.00
	(24) Channels VOIP + VESTA + MITEL Integration			
	INCLUDES:	1	\$13,575.00	\$13,575.00
271052	Internal IP Recorder with First (8) Channels VOIP			
DX939	(2) Additional VOIP Licensing- 8 pack			
271140	Eventide Interface license (audio) for Motorola VESTA 911 (and Motorola CallWorks) IP/SPAN Recording			
271126	Integration to Mitel 3300 Secure Recording Connector (SRC)			
DISC	**EXISTING CUSTOMER added Discount INCLUDED!			
	NEXLOG ADDED SOFTWARE LICENSING			
271070	INITIAL Screen Recording (First 5 PCs on recorder)			
271076	Additional Screen Recording (5 additional PCs on recorder)			
115021	Enhanced REPORTING Package			
271098	Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)			
271083	8 pack MediaWorks PLUS (web) concurrent license			
271111	Eventide MP3 option for MediaWorks DX			
	EVENTIDE NG911 SIP integration licensing			
	*** INCLUDES:	1	\$7,600.00	\$7,600.00
209029	INCLUDED! 911 NENA ANI/ALI Spill Integration			
DX925	INCLUDED! SIPREC Enabler for recording enterprise SBC SIPREC and NG911 SIPREC;			
	Installation Onsite & Training Services+ 24/7 Warranty for (36) Months			
Inst--PM	Project Management & Certified Local Installation & Training provided Onsite, Including 24 months 24/7 Onsite Support Warranty & SMA INCLUDED Project Management INCLUDED Server Burn In INCLUDED Server Install INCLUDED NEW Application Training performed by Installing Engineer Onsite	1	\$17,600.00	\$17,600.00
TRAIN	INCLUDED Config & Training Services for SCREEN recording deployment			
CVNL-24MO	INCLUDED: 36 month Warranty Coverage (2023-2026) Includes: 800# Phone Remote & LOCAL Onsite Labor Support, Full Hardware & Software Warranty -24/7 --- With 3 hour response onsite			
DXSUS-24MO	INCLUDED: 36 month SMA Warranty Coverage (2023-2026) Software Update Subscription (DXSUS) for complete DX-Series recording Solution, --- With 3 hour response onsite			

Part #	Description	Qty	Unit Price	Ext. Price

To accept this quotation and purchasing T&C's, sign here and return oe Provide a Purchase Order

Signature

Thank You For Your Business!

Date

We have prepared a quote for you

Brea PD-updated pricing

Quote #011655 v1

Prepared for

Brea Police Department

Prepared by

Shaun Andrews

Phone:

Email: sandrews@goserco.comWeb: www.goserco.com

Tuesday, November 29, 2022

Brea Police Department
Tina Meyer
1 Civic Center Cir
Brea, CA 92821
tinam@cityofbrea.net

Dear Tina,

Thank you for giving Goserco the opportunity, to propose an Eventide DX recording solution. The quote includes the following below:

- Primary hybrid recorder for 911 phone and radio recording
- NAS for archiving of records
- Screen recording
- Mitel IP recording



Shaun Andrews
Sales Account Manager
Goserco HQ



Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Eventide NexLog Hardware		Price	Qty	Ext. Price
CE-NexLog740DX	Standard NexLog 740 DX-Series: 2x1TB Fixed s/w-RAID1=1TB storage Standard NexLog 740 DX-Series: 2x1TB Fixed s/w-RAID1=1TB storage	\$6,912.00	1	\$6,912.00
CE-DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only) Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	\$475.20	1	\$475.20
	Display Options			
CE-DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	\$1,260.00	1	\$1,260.00
	Internal Storage Options			
CE-DX705-1	Upgrade NexLog 740 DX-Series (at time of order) 2x2TB HotSwap RAID1=2TB storage Upgrade NexLog 740 DX-Series (at time of order) 2x2TB HotSwap RAID1=2TB storage	\$2,124.00	1	\$2,124.00
	Rack Slide Options			
CE-324430	Rack Mount Slides - 24" 4 Post, 3U (for NexLog 740DX) Rack Mount Slides - 24" 4 Post, 3U (for NexLog 740DX)	\$259.20	1	\$259.20
	Record Boards-24 radio channels Vesta IP			
CE-DXANA24	24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses 24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses	\$5,220.00	1	\$5,220.00
CE-264242-003	9 ft. Cable for Analog or Digital PBX card 9 ft. Cable for Analog or Digital PBX card	\$66.24	1	\$66.24
CA-NAS-RMNAS6TB	Rackmount NAS 6TB, 1U w/ 4x3TB SATA HDD (RAID5 + Hot Spare) and Rail Kit Rackmount NAS 6TB, 1U w/ 4x3TB SATA HDD (RAID5 + Hot Spare) and Rail Kit	\$2,800.00	1	\$2,800.00
Subtotal:				\$19,116.64

Eventide NexLog Software		Price	Qty	Ext. Price
CE-DX912	Motorola VESTA NG911 Call Recording Bundle (Voice, Metadata and SMS) Motorola VESTA NG911 Call Recording Bundle (Voice, Metadata and SMS)	\$7,848.00	1	\$7,848.00

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Eventide NexLog Software		Price	Qty	Ext. Price
CE-271052	Internal IP Recorder with First 8 G.711 Channels Internal IP Recorder with First 8 G.711 Channels	\$3,024.00	1	\$3,024.00
CE-DX939	DX Series 8 Channel VoIP Add-On DX Series 8 Channel VoIP Add-On	\$1,382.40	2	\$2,764.80
	VOIP is for 6 Vesta positions and Mitel phones			
CE-271111	Eventide MP3 option for MediaWorks DX Eventide MP3 option for MediaWorks DX	\$151.20	1	\$151.20
CE-271176	RapidSOS Integration for wireless 9-1-1 caller location display (1 license required for each NexLog Recorder that will connect to RapidSOS); Also requires ANI/ALI CAD Spill Integration (p/n 209029) and Geo Search/View option (p/n 271098). RapidSOS Integration for wireless 9-1-1 caller location display (1 license required for each NexLog Recorder that will connect to RapidSOS); Also requires ANI/ALI CAD Spill Integration (p/n 209029) and Geo Search/View option (p/n 271098).	\$3,960.00	1	\$3,960.00
CE-271109	Eventide SSL Enabler option Eventide SSL Enabler option	\$0.00	1	\$0.00
CE-271083	8 pack MediaWorks DX (web) concurrent license 8 pack MediaWorks DX (web) concurrent license	\$784.80	1	\$784.80
CE-271146	Enhanced Active Directory Integration - No Support Enhanced Active Directory Integration - No Support	\$0.00	1	\$0.00
CE-271098	Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps) Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	\$784.80	1	\$784.80
CE-271070	Windows Screen Recording (First 5 PCs on recorder) Windows Screen Recording (First 5 PCs on recorder)	\$2,174.40	1	\$2,174.40
CE-271076	Windows Screen Recording (5 additional PCs on recorder) Windows Screen Recording (5 additional PCs on recorder)	\$432.00	1	\$432.00
CE-271126	Integration to Mitel 3300 Secure Recording Connector (SRC) Integration to Mitel 3300 Secure Recording Connector (SRC)	\$3,236.40	1	\$3,236.40
CE-209292	Motorola Spillman CAD Integration Motorola Spillman CAD Integration	\$3,456.00	1	\$3,456.00
Subtotal:				\$28,616.40

EWP and Software Subscription		Price	Qty	Ext. Price
CG-EWP-Platinum Upgrade	EWP: Platinum 24X7 EWP upgrade over standard Gold 8X5 EWP for Year #1 on new equipment For first year of ownership.	\$3,268.92	1	\$3,268.92

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

EWP and Software Subscription		Price	Qty	Ext. Price
CG-EWP-Platinum	EWP: Platinum EWP contract: emergency 24x7, on-site, parts and labor. Remote access required. Terms and conditions are listed on EWP contract. For second and third years of ownership.	\$12,996.42	2	\$25,992.84
CE-DXSUS-12MO	Software Update Subscription (DXSUS) for complete DX-Series recording Solution, DX-Series Virtual Recording Solution and DX-Series Smart Gateway. Continuous DXSUS subscription is required for access to versions and updates. Price is per 12-Month period For second and third year subscriptions following the first year of ownership, which is included with the initial purchase price.	\$1,555.20	2	\$3,110.40
		Subtotal:		\$32,372.16

Services		Price	Qty	Ext. Price
SG-SVC-Standard Shipping	Standard Shipping and Handling Charges Standard Shipping and Handling Charges	\$160.00	1	\$160.00
ALL TRAINING WILL BE DONE REMOTE- ADMIN and End user				
CG-SVC-Implementation Pkg	Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses) Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 24x7)	\$12,000.00	1	\$12,000.00
		Subtotal:		\$12,160.00

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

Brea PD-updated pricing

Quote Information:

Quote #: 011655

Version: 1

Delivery Date: 11/29/2022

Expiration Date: 01/28/2023

Prepared for:

Brea Police Department

1 Civic Center Cir

Brea, CA 92821

Tina Meyer

tinam@cityofbrea.net

714-990-7774

Prepared by:

Goserco HQ

Shaun Andrews

480-964-8911 x 5117

Fax 480-964-8912

sandrews@goserco.com


Quote Summary		Amount
	Eventide NexLog Hardware	\$19,116.64
	Eventide NexLog Software	\$28,616.40
	EWP and Software Subscription	\$32,372.16
	Services	\$12,160.00
	Subtotal	\$92,265.20
	Estimated Tax	\$3,091.09
	Total	\$95,356.29

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Project Scope Detail

Comprehensive installation package: includes all project management, installation, configuration, and testing, all travel time and expenses, and 1st year support (M-F 8am-5pm)

Project Scope Detail

- Pre-installation build, configuration, and ground shipping to site
- Remote project management, planning, and documentation
- On-site system installation, configuration, and recording testing during business hours
- Deployment of search/playback/export client environment
- Configuration of network archival to customer-furnished network-attached storage
- Configuration of access security per customer-furnished information
- Configuration of NTP time synchronization, and system e-mail notifications
- End-user system administrator and supervisor client training
- All travel time and expenses included
- 1st year on-site warranty repair service, with unlimited remote support to M-F 8am-5pm

Statement of Work

Brea Police Department

Communications Recording Solution Upgrade or Implementation

Prepared for: Brea Police Department ("the customer")

Prepared by: Goserco, Inc. ("Goserco")

Project: Communications Recording Solution (Upgrade or Implementation)

Statement of Work (SOW) and Statement of Purpose

Goserco, Inc. is pleased to submit this statement of work to Brea Police Department for services to deliver: the applicable installation, configuration, testing, training, and the relevant project management, for a new or upgrade communications recording solution. This document outlines, the services that Goserco, Inc. will provide, as well as those expected to be provided by Brea Police Department, or its relevant vendors, in planning for and implementing this project. It may also describe specific services to be customized to your environment. Specifically, this SOW is only for the applicable installation, configuration, testing, training, and the relevant project management, for a communications recording solution.

In the event of overlap, any specific terms and conditions agreed to by Goserco by other device (contract, RFP response, or other written agreement) shall take precedence over this statement of work. With authorized signature by both parties, and in the absence of such an outside agreement, the terms and conditions specified in this statement of work shall apply, and constitute agreement to such terms and conditions by both parties.

Changes to this Statement of Work will be processed in accordance with the procedures described in "Appendix B. Project Change Control Procedure". A Change Authorization must be approved and accepted by both parties to initiate scope changes under this agreement. The investigation and the implementation of changes may result in modifications to any aspect of the project schedule, pricing/invoiced charges, and/or other terms of this agreement. Without signatures of acceptance, specific pricing (if any) in this Statement of Work expires 60 days following the date of its preparation.

Project Scope

The scope – the customized and detailed list of specific items that define what will be considered "in-scope" for this project, is written in a separate section that follows titled, "Project Scope Detail". The Project Scope Detail is considered part of this statement of work.

Assumptions

General

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion
- All work under this statement of work will occur Monday-Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Goserco, Inc.-declared holidays, without mutual agreement in advance from the Goserco, Inc. project manager and the customer project manager

- Goserco, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectations
- Goserco, Inc. and the customer will jointly create any special requirements for defining “project acceptance” in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist)
- “Project acceptance” (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Goserco’s delivery to the customer of “as-built” system configuration documentation

Premises Work

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, “Specific Technical and Other Provisions”
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at \$150 per hour (via remote access) or \$225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges

Shipping Management and or Special Requirements

- In general, all shipments for this project will be via local delivery or “UPS Ground”
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost

Deposits, Invoicing, and Scheduling

- Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of all hardware and software is due at the time the order is placed, and required to begin implementation project management. Services are invoiced at project completion
- Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general “project acceptance”)
- Payment - for all invoices is due with 30 days of invoice date (NET 30), and the customer may take a 2% discount (of invoice total) for any invoice paid within 10 days of invoice date (NET 10)
- Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date
- On-site Cancellation/Postponement Charges - If the installation is cancelled or postponed for reasons beyond the control of Goserco, Inc. once a technician is on-site, the cost of taking the technician out of service at \$150 per hour (for actual time out

of service), and related travel expenses (at cost) will be passed on to the customer

- On-site Project Delay - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at \$150 per hour (for actual time out of service), will be passed on to the customer

Goserco, Inc. Team Responsibilities

Pilot System

- If a pilot system is required (for multi-site installations only), it will be coordinated through the project planning process

Project Management

- The Goserco, Inc. project manager (or designated backup) will work with the customer for the life of the project. He or she will manage each phase of the project to include shipping, installation, training and all other contacts regarding this project
- The Goserco, Inc. project manager will handle escalation of problem solving within Goserco, Inc. internal teams as well as contacts within the Customer organization
- The Goserco, Inc. project manager should be the first point of contact for any project issue
- The Goserco, Inc. project manager will handle communication issues regarding equipment procurement and/or transportation within Goserco, Inc
- The Goserco, Inc. project manager will review all documentation
- The Goserco, Inc. project manager will maintain a project schedule and tasks list

Installation Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- All installation teams will consist of 1-2 Goserco, Inc. technicians
- Installation and training is for Eventide NexLog recording equipment and client software as quoted/described
- Each technician will bring appropriate tools to complete their assigned tasks
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Goserco, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site
- Goserco, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

Training Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project

manager

- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Goserco, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Goserco, Inc.), the Goserco, Inc. project manager will assist in the organization and planning with the customer project manager.

Goserco, Inc. Contacts

- Project Manager: TBA
- Backup Project Manager: TBA
- Lead Technician: TBA
- Account Rep: TBA
- Other technicians and personnel, as assigned: Office 480-964-8911 Option 1

Customer Responsibilities

General

The responsibilities listed in this section are in addition to those responsibilities specified in any Goserco, Inc. quoted sales terms and all services by the customer are to be provided at no charge to Goserco, Inc. Goserco, Inc.'s performance is predicated upon the following responsibilities being fulfilled by the customer

Project Management

Prior to the beginning any work in the project calendar or plan, the customer will designate a Project Manager to whom all Goserco, Inc. communications will be addressed and who has the authority to act for the customer within the terms of this agreement. The Customer's project manager will be the focal point for the following activities:

- Serve as the communications interface between Goserco, Inc. and all Customer departments participating in this project.
- Coordinate and ensure the provision of all required customer information (as needed for proper implementation) and delivery of requirements (hardware, technical support, and services) as needed to perform this Statement of Work. Answers and information should be provided within three working days of Goserco, Inc. request, unless the Customer and Goserco, Inc. mutually agree to an extended response time
- Assignment of personnel to the project to be on-site at the time of equipment delivery and installation for verification and acceptance. Goserco, Inc. will coordinate the schedule with the Customer Project Manager
- Help resolve and escalate as needed project issues and problems within the customer staff
- Administer Project Change Control in conjunction with the Goserco, Inc. Project Manager
- Receive, review, and maintain Goserco, Inc.-prepared documentation
- Accept responsibility for the security of all equipment shipped to the Customer's location(s)
- Arrange for any security clearances required for all Goserco, Inc. personnel
- Arrange for payment of deposits and invoices

Customer Contacts

Phone:

Email: sandrews@goserco.com

Web: www.goserco.com

- Project manager: TBA
- Customer telephony contact: TBA
- Customer 911 telephony contact: N/A
- Customer radio contact: TBA
- Customer I.T.servers/network contact: TBA
- Customer I.T.desktop contact: TBA
- Customer operations (site) contact: TBA

Specific Technical Services and Other Provisions

Equipment-Environment

- Customer will ensure adequate UPS power and power distribution for all servers to be installed
- Customer will ensure adequate rack mounting space and proper environmental control where any equipment is to be installed - standard 19" 4-post rack rail hardware is typically supplied with new systems purchased from Goserco, Inc., however in cases where the standard supplied rack rail hardware will not accommodate a proper installation, the customer will provide and install suitable rack shelving or other mounting hardware as may be required by local building/equipment installation codes
- Each server must be located within Ethernet standard distances of the switch it connects to, and have a minimum of two available ports for network access - one dedicated for network traffic (CTI connection, client connections, and CAS server upload), and one for IP recording capture (or spare)

Operating System and Anti-Virus Software

- For Windows-based systems only, Operating System Critical Updates are the responsibility of the customer for Microsoft Windows-based systems (Manufacturer-tested update levels will be provided by Goserco, Inc. on regular basis, as QA'd and released by the manufacturer – typically semi-monthly)
- Anti-virus software (and proper configuration thereof) for the server(s) are the responsibility of the customer and are required – note: there may be mandatory file extension type exclusions for Windows-based servers (including any that are virtualized).

Equipment Access and Remote Access

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location
- The customer will provide uninterrupted remote access to all Goserco, Inc.-installed servers (and potentially relevant clients) during any period in which Goserco, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services

Networking, Clients, and Desktop Installations

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be

specific network environment requirements for the system(s) and it is advised that the customer check with Goserco, Inc. prior implementation of configuration or changes – e.g. Audiolog servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Audiolog administrative user account with local administrator privilege on the Audiolog is required for application services. While Eventide servers are Linux-based, there may be specific required network configuration

- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Goserco, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Goserco, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary)
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel-level security restrictions) if Goserco, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis

Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

- For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network
- Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions, device identifying information, channels, talk groups, and frequency ID's and or names, etc.

Wiring

Traditional Device Monitoring, and Other Wiring Notes

- In general, Goserco, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross-connect to the provided demarcation point
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross-connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Goserco will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to

be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair)

- For analog recording (full-time or record-on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non-terminated) is to be provided to Goserco, Inc. at no charge for each phone to be recorded. Goserco, Inc. will typically provide and install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Goserco, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Goserco, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Goserco, Inc. at no charge
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

Pricing

Pricing Per Quotation

Pricing for the services listed in this statement of work is as "a fixed amount, complete package".

APPENDIX A - Deliverable Guidelines

Status Reports

Purpose: The Goserco, Inc. project manager will typically provide weekly project plans or status reports via e-mail, advising the customer project team of the progress and status of Goserco, Inc. related activities. The report will outline and describe the status of tasks worked on during that period and document significant accomplishments, milestones, and problems identified

Content: The report may consist of the following, as appropriate for the project:

- A regularly updated project schedule, noting key events, planned travel, and training schedules
- Activities performed during the week/month
- Activities planned for the next week/month
- Issues or concerns about activities, which occurred in the previous week/month
- Recommendations relating to problems or issues
- Any other items that Goserco, Inc. reasonably anticipates may have an effect on the schedule or otherwise materially impact on the project
- Billing information if needed
- Project change control summary (See "Appendix B. Project Change Control Procedures" in Appendix B for details.)

Installation Checklist/Cutover Plan (if applicable)

Purpose: An installation checklist/cutover plan document will provide a detailed plan for cutover and contingency planning and or back-

out procedures for the installation services. The installation checklist/cutover plan document will also provide a brief outline/timeline of expected activities for on-site time, and will require customer approval prior to installation. The combination of a completed customer-approved installation checklist and a completed service ticket by the installing technician will be presented to the customer for signature, and customer signature will constitute project acceptance. Minor exceptions, deviations, and other changes noted in the installation checklist shall not delay project acceptance if follow-up support or resolution has been initiated and communicated in writing, and such deviations do not materially impact the primary use and functions of the deployed system(s).

Copies of All System Software and Documentation

One copy of all system software and documentation will be provided for each site. In most cases documentation is provided in .PDF format on CD or DVD. Customers are responsible for the safe-keeping of software and documentation

Other Project Documentation

Other project documentation will be delivered as deemed beneficial to the project and may include such items as: specific technical documentation, specific project planning documentation, and specific site-specific configuration details documentation

Administrator and End-User Training

System administrator and end-user training sessions will be scheduled and provided, as dictated by the scope of the project. A training plan that details the training content, formats, and relevant audience(s) will be provided prior to training

APPENDIX B - Project Change Control

Procedures

The following provides a detailed process to follow if a change to the scope or directly from the Customer to this Statement of Work is required:

A Project Change Request (PCR) will be the vehicle for communicating change (to be completed by Goserco, Inc. at customer or Goserco, Inc. request)

- The Project Change Request must describe the rationale for the change and the affect the change will have on the project
- The Customer and Goserco, Inc. Project Managers will review the proposed change and approve it or revise it as required. Goserco, Inc. will specify any charges for such change. If the Customer Project Manager authorizes the change, in writing, this constitutes approval for the change charge(s). Goserco, Inc. will invoice the Customer for any such charges. The Customer will be responsible for the affect that the change will have on price, schedule, and other terms and conditions of the Agreement
- A written Project Change Request must be signed by the Customer and Goserco, Inc. to authorize implementation for the changes

APPENDIX C – Legal Agreements

Invoices and Payment

Unless otherwise specified in a Sales or Services Agreement or other contract, you agree to pay Goserco, Inc. the Purchase Price for Products and/or Services and the license fee(s) for Licensed Software, less any deposit paid previously, within thirty (30) days of the delivery of any Products or Licensed Software and/or the provision of any Service. You also agree to pay Goserco, Inc. amounts equal to any applicable sales, use, property, value-added, or any other taxes, except income tax, resulting from any transaction under this

Agreement or any Sales or Services Agreements. Any applicable tax will be based on those taxes imposed by the taxing authorities in the jurisdiction to which you request the Products or Licensed Software delivered or in which Services are performed. Unless otherwise agreed and indicated on documentation provided by Goserco, Inc. to you, such as an invoice, or otherwise provided herein, you will pay all shipping costs for Equipment, Product or Licensed Software you purchase from Goserco, Inc. In the event you dispute any amount on an invoice, you must provide written notification of the dispute to Goserco, Inc. within ten (10) days after you receive the disputed invoice. Goserco, Inc. agrees to provide supporting documentation concerning any disputed amount or invoice within ten (10) days after written notification of the dispute to Goserco, Inc. Both parties agree to use their best efforts to resolve such dispute within thirty (30) days after you provide written notification of the dispute. You shall have no obligation during the thirty (30) day period specified above to pay any amount that you reasonably dispute hereunder, but you agree to pay the undisputed portion of the invoice.

Shipping; Risk of Loss

All risk of loss or damage to the Products shall be the responsibility of the party upon whose premises the Products are located at the time of such loss or damage. In the event the loss of damage occurs during shipping or delivery, the party in charge of arranging for such shipping or delivery shall bear the responsibility for the loss or damage. You agree, upon delivery of Equipment or Products, and prior to the transfer of title and/or license rights to you, to insure such Equipment or Products with a conventional commercial insurance policy sufficient to protect Goserco, Inc.'s interest in such Equipment or Products and to provide Goserco, Inc. evidence of such insurance upon its reasonable request.

Non-Solicitation

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and for six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership ("Related Entities"), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor ("Employ") any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer-employee relationship has been terminated for not less than one hundred eighty (180) days. In the event of breach of this provision by a party or any Related Entities, such party shall be liable to the other party for the principal sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) as liquidated damages, and not as a penalty for said breach.

Confidentiality

All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

Force Majeure

Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military

authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay

APPENDIX D - Signatures**Brea Police Department**

Communications Recording Solution Upgrade or Implementation

Document prepared for signature on November 29, 2022

We, the undersigned representatives of Brea Police Department and Goserco, Inc. have read and understand this statement of work and the details contained herein. We agree to this Statement of Work as attached, the services to be provided as detailed in project scope detail, as well as the terms, conditions, specific responsibilities, provisions, and appendices:

Brea Police Department**Goserco, Inc.**

Signature of authorized customer representative

Signature of authorized Goserco, Inc. representative

Printed Name

Printed Name

Title

Title

Date: (MM/DD/YYYY)

Date: (MM/DD/YYYY)



NEXLOG COMMUNICATIONS RECORDING SYSTEMS

1 Alsan Way , Little Ferry, NJ 07643

t. 603 490-5258 f.

QUOTE

Date

Jun 10, 2022

Quote No.

MBHRQ2335

(Please include our Quote No. on your P.O.)

Quoted To:

Brea Police Department

Ship To:

Brea Police Department

Eventide Sales Contact:

Mark Traeger

Business Development Manager

EVENTIDE INC.

(603) 887-5589

Extension

Phone

Email

Phone

Email

**Quote
Description:**

NexLog 740-DX with 24 Analog and 16 VoIP Channels with Integrations to Vesta and Mitel.

Quoted By

Warranty

Payment Terms

Discount

Freight Terms

Valid For

Mark Traeger

Standard One Year

Net 30 Days

0% (LIST)

FOB Factory

90 Days

Line	Part No.	Item Description	Qty	Unit List	Ext'd List	Disc.	Unit Price	Ext'd Price
1	NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, audio controls & amplified speaker on front panel, dual hot- swap 120-240VAC 50/60Hz power supplies and first year hardware warranty. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	1	\$8,750.00	\$8,750.00	0%	\$8,750.00	\$8,750.00
2	DX701	Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1	\$1,750.00	\$1,750.00	0%	\$1,750.00	\$1,750.00
3	324430	Rack Mt Slides - 4 Post, 3U (for NexLog 740)	1	\$360.00	\$360.00	0%	\$360.00	\$360.00

4	271083	8 pack MediaWorks DX web concurrent license [About MediaWorks DX: Advanced browser-based HTML5 interface for Search, Replay, Incident Reconstruction, Incident Export, Live Monitoring, Instant Recall and more]	1	\$995.00	\$995.00	\$995.00	\$995.00
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Line	Part No.	Item Description	Qty	Unit List	Ext'd List	Disc.	Unit Price	Ext'd Price
0%								
5	DX705	Upgrade 740 DX-Series (at time of order) 2x2TB HotSwap RAID1=2TB storage	1	\$2,950.00	\$2,950.00	0%	\$2,950.00	\$2,950.00
6	DX754	Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	1	\$660.00	\$660.00	0%	\$660.00	\$660.00
7	DXANA24	24-Channel Analog PCIe (PCI Express) Card, 24 Ch. Licenses (For use in DX-Series recorders only)	1	\$6,600.00	\$6,600.00	0%	\$6,600.00	\$6,600.00
8	109033-007	Quick Install Kit (23 ft Cable + "66" Block)	1	\$300.00	\$300.00	0%	\$300.00	\$300.00
9	271052	Internal IP Recorder with First 8 G.711 Channels	1	\$3,850.00	\$3,850.00	0%	\$3,850.00	\$3,850.00
10	271035	Additional Internal IP G.711 8-Channel license pack	1	\$1,750.00	\$1,750.00	0%	\$1,750.00	\$1,750.00
11	271111	Eventide MP3 option for MediaWorks DX	1	\$195.00	\$195.00	0%	\$195.00	\$195.00
12	271109	Eventide SSL Enabler option	1	\$0.00	\$0.00	0%	\$0.00	\$0.00
13	DX912	Motorola VESTA NG911 Call Recording Bundle (Voice, Metadata and SMS)	1	\$9,995.00	\$9,995.00	0%	\$9,995.00	\$9,995.00
14	271126	Integration to Mitel 3300 Secure Recording Connector (SRC)	1	\$4,495.00	\$4,495.00	0%	\$4,495.00	\$4,495.00
15	271098	Geo Search/View (Requires Lat/Lon, MediaWorks DX, Google Maps)	1	\$995.00	\$995.00	0%	\$995.00	\$995.00
16	271070	Windows Screen Recording (First 5 PCs on recorder)	1	\$2,750.00	\$2,750.00	0%	\$2,750.00	\$2,750.00
17	271076	Windows Screen Recording (5 additional PCs on recorder)	1	\$550.00	\$550.00	0%	\$550.00	\$550.00
18	115021	NexLog Reporting Engine DX Option (a.k.a. Enhanced Reporting)	1	\$1,495.00	\$1,495.00	0%	\$1,495.00	\$1,495.00
19	324702	TeraStation Rackmt NAS: 4 x 2TB RAID5 (6TB Storage)	1	\$6,950.00	\$6,950.00	0%	\$6,950.00	\$6,950.00
SubTotal					\$55,390.00			\$55,390.00

Line	Part No.	Item Description	Qty	Unit List	Ext'd List	Disc.	Unit Price	Ext'd Price
20	DXSUS-12MO	SOFTWARE UPDATE SUBSCRIPTION (DXSUS): FIRST 12 MONTHS IS INCLUDED. AFTER THE FIRST 12 MONTHS, EACH 12-MONTH SUBSCRIPTION PRICE IS 3% OF TOTAL LIST PRICE (NON-DISCOUNTABLE)	1	\$0.00	\$0.00		\$1,433.40	\$1,433.40
Services								
21	500011	Installation and Training by Third Party Provider, Per Site, USA Only	1	\$7,500.00	\$7,500.00	None	\$7,500.00	\$7,500.00
22	500013	Annual 24x7 Support by Third Party Provider, USA-Only	1	\$11,078.00	\$11,078.00		\$5,733.60	\$5,733.60
Total List Price (USD):			\$73,968.00		Total Net Price (USD):		\$70,057.00	

Thank you for requesting this Eventide NexLog Quotation.

Sincerely,

Export Information: HTS Code: 8519813000. Commodity Code: 8519813000. ECCN for NexLog systems without P25, TETRA or 9-1-1 licenses is 5D002.c.1 with 740.17(b)(1) treatment. ECCN for NexLog systems with P25, TETRA or 9-1-1 licenses; and for Add-On licenses for P25, TETRA or 9-1-1 is 5D002.c.1 with 740.17(b)(2) treatment. Export or re-export of NexLog products or services to destinations, companies or individuals subject to USA embargoes or restrictions (including Cuba, Iran, North Korea DPRK, Sudan and Syria) are prohibited.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/06/2022
SUBJECT: 2023 BREA LEGISLATIVE PLATFORM

RECOMMENDATION

It is recommended that the City Council adopt the attached 2023 City of Brea Legislative Platform to coincide with the upcoming legislative session.

BACKGROUND/DISCUSSION

In order for the City of Brea to proactively engage in the legislative process, staff has prepared the attached Legislative Platform for City Council consideration. The Legislative Platform is updated annually to coincide with the State and Federal legislative sessions. Part of the updating process includes a review of the previous year's legislative platform by City Council, staff, the Executive Directors, and the City's Legislative Advocates.

This year's update involved streamlining the platform into a new, more current, format. The new format preserves existing City Council positions, but is condensed and reorganized, using general guiding principles and specific statements. During the November 15, 2022 Study Session, City Council reviewed the proposed revisions to the Legislative Platform and were in concurrence to proceed with the updated format. Attached is the proposed 2023 Legislative Platform.

The City's Legislative Platform is used to outline City Council positions on essential issues and serves as City Council authorization for Brea elected officials and professional staff to advocate the City's position as legislation proceeds at the Federal, State, and regional levels. The platform also provides staff with clear direction regarding the types of issues the City will monitor during the legislative session and enables staff to respond quickly with the City's position.

FISCAL IMPACT/SUMMARY

The City of Brea proactively engages in the legislative process by annually adopting a legislative platform. The platform outlines City Council positions on essential issues and serves as authorization for Brea elected officials and professional staff to advocate the City's position as legislation proceeds at the federal, state and regional levels.

FISCAL IMPACT

There is no fiscal impact associated with the review and discussion of the 2023 Brea Legislative Platform.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Liz Pharis, Communications & Marketing Manager/PIO

Attachments

2023 Brea Legislative Platform



2023 State and Federal Legislative Platform

Adopted by the City Council on _____

The Legislative Platform provides a streamlined process through which the City Council, City Manager, City staff, and the City's legislative advocates can act in a timely manner in response to legislative proposals. Legislation that is consistent with the Legislative Platform are reviewed, approved and signed by the Mayor or City Manager. In addition, legislative positions that are deemed time-sensitive and are consistent with the Legislative Platform may be approved and signed by the City Manager when the Mayor is unavailable. Once approved, a position letter is sent to the bill's author, the City's legislative advocate, and other stakeholders as deemed appropriate by staff, and a copy of the letter is distributed to the City Council.

Additionally, to remain nimble throughout the Legislative Session and respond to amendments, the City Manager or his/her designee may sign and submit position letters so long as the position is consistent with the position taken by Cal Cities and/or other City affiliated organizations, even if the scope of the legislation is not already incorporated into the City's Legislative Platform.

GUIDING PRINCIPLES

1. Preserve Local Control

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

2. Support Funding Opportunities

Support opportunities that allow the City to compete and receive its fair share of regional, state, and federal funding for City projects and priorities. Opportunities include, but are not limited to, state and federal stimulus funding for state and local governments, economic development and job training, transportation, cultural arts, parks and recreation, energy efficiency, public safety, and public health.

3. Promote Fiscal Stability

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State or Federal Governments and/or make cities more dependent on the County, State or Federal Governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits.

CITY OF BREA POLICY PLATFORM POSITIONS

City Governance and Finance

1. Support stability, predictability, and independence in local government budgeting.
2. Support increases in local flexibility for use of state, federal and regional funding opportunities.
3. Support the continuation of the tax-free status of municipal bonds.
4. Encourage the County of Orange to make available more detailed auditing and reporting information regarding property tax and assessment appeals filed on property within city limits.
5. Support modification of the tax system to reflect the change in the State's economy from a manufacturing base to a service and information base.
6. Support the preservation and enhancement of the City's ability to generate revenues from all types of sales.
7. Support supplements to local funds to comply with mandates created by the National Pollutant Discharge Elimination System (NPDES) provisions of the Federal Clean Water Act.
8. Support generation, protection and timely allocation of local funding distributed by the state and federal government.
9. Support policies that add additional flexibilities and reduce burdensome requirements within the Brown Act.
10. Support local sales and use tax reform to create an equitable distribution structure that appropriately captures and allocates online sales tax.
11. Support measures that apply general communications taxes, such as UUT, to all communications providers across including, but not limited to, providers of cable, video services, wireless, wire line (telephone lines), and satellite.
12. Oppose policies that would increase the voter threshold for local revenue measures or would increase the potential for litigation over local taxes and fees.

Economic Development

1. Support legislation that provides financial incentives (state grants or tax incentives) for mixed-use or "smart growth" principles.
2. Support efforts to facilitate the production of workforce housing, including infill housing incentives, grants to local agencies and private developer partnerships.

3. Support legislation that clarifies and narrows the prevailing wage standard for economic development, public works, and affordable housing projects.
4. Support increasing the State's minimum threshold for public works projects that require prevailing wage.
5. Support efforts to assist local business growth and economic development post Redevelopment.
6. Oppose efforts to cut funding from Community Development Block Grant and other federal grant programs.

Environmental Sustainability

7. Support efforts that encourage and incentivize regional coordinated planning activities for sustainable water resources, infrastructure, and planning.
8. Support limiting local government liability as a third party to superfund cleanup litigation.
9. Support Federal, State, and regional efforts to encourage and fund acquisition, preservation, and management of open space.
10. Support legislation that revises the California Environmental Quality Act (CEQA) for purposes of expediting projects.
11. Support policies and guidelines to facilitate alternative building methods, materials and technologies.
12. Support incentives and pricing strategies as a preferred alternative to traditional command and control regulations for meeting state and local emission reduction objectives for all sources.
13. Support strategies that clearly demonstrate and provide for the most cost-effective means for meeting air quality goals.
14. Support expansion of recyclable materials, the reuse of recyclable materials, as well as increase waste diversion rates and support "green" projects that do not place an undue burden on local government.
15. Support financial incentive mechanisms to cities and businesses to fund public and private capital for organic waste diversion and recycling infrastructure in order to comply with the Organic waste procurement mandates.
16. Support efforts to mitigate traffic congestion, leading to improved mobility and air quality, without incurring excessive public and private costs associated with their implementation.
17. Oppose efforts by other governmental agencies to enlist cities as implementers of their environmental mandates.

18. Oppose any new or more restrictive water reduction measures by the state that do not consider new development and regulatory water requirements.

Housing and Land Use

1. Support housing element reform that provides local government the greatest flexibility to achieve realistic goals and support incentives for smart growth as well as funding for mandated General Plan Housing Element Updates and related processes.
2. Support reduction of housing density requirements to qualify for state grant funding.
3. Support legislation that preserves local discretion in the assessment, collection, and usage of development fees for projects including, but not limited to, water, wastewater, transportation, and other critical infrastructure needs.
4. Support funding and tax incentives for the identification, acquisition, maintenance, adaptive reuse and restoration of historic or vacant sites and structures.
5. Support legislation to allow local jurisdictions to work with others to fulfill RHNA requirements in order to meet regional demand.
6. Support legislation that preserves local flexibility in the adoption and implementation of health and safety standards contained in the building codes
7. Oppose legislation which weakens the City's position for land use controls due to potential claims of partial takings and any requirements for compensation of such claims.
8. Oppose actions that redefine the annexation process to require so-called "revenue neutral" annexations.
9. Oppose County of Orange processing of development projects within Brea's Sphere of Influence and any development agreements or other entitlements in sphere of influence areas that do not conform to City standards. Promote County of Orange compliance with existing Memorandum of Understanding regarding development within the Sphere of Influence.

Human Resources

1. Support workers' compensation reform that requires formulas to rely on more evidence of work-related causation to determine compensability, higher thresholds for compensation, or a proportionate exposure formula.
2. Support reform and responsible changes to the CalPERS medical insurance program and CalPERS Public Employees' Medical and Hospital Care Program (PEMCHA) to address rising costs of premiums and the City's future liability for retiree medical insurance.
3. Support easing applicability of the Fair Labor Standards Act (FLSA) on public agencies.

4. Support reforms to CalPERS that promote Investment Restrictions that are similar or the same as those adopted by Public Agency Retirement Services (PARS).
5. Support legislative proposals that establish Defined Contribution Retirement Plans for new hires within CalPERS retirement programs.
6. Support fiscally responsible changes to CalPERS Projected Investment Returns based upon Historical Returns and Conservative Market Projections.
7. Support legislative reforms to CalPERS' Board Composition to allow the State Treasurer & State Controller (currently Ex-Officio Members) all rights granted to CalPERS regular board members.
8. Oppose legislation that expands or extends any public safety presumptions of occupational injury or illness and support legislation that repeals the presumption that the findings of a treating physician are correct.
9. Oppose the imposition of compulsory and binding arbitration with respect to public employees upon local government.
10. Oppose efforts that restrict the investment ability of CalPERS based on social or political statements.
11. Oppose the imposition of mandated employee benefits that are more properly negotiated at the bargaining table upon local government.
12. Oppose the imposition of Federal or State mandates on the collective bargaining process.
13. Oppose making disciplinary proceedings for public safety employees similar to criminal proceedings thus rendering it impossible for employers to prove an administrative violation.

Public Safety

1. Support measures that encourage community safety, well-being and emergency planning.
2. Support legislation that promotes recruitment, retention, and resources, as well as increases the minimum hiring and training standards for law enforcement officers.
3. Support legislation that funds innovations in law enforcement technology that integrates data sources and facilitates solvability and reduction of crime.
4. Support increased State support for local services related to homeless and youth violence prevention programs through the North Orange County Public Safety Collaborative.
5. Support clarifying legislation related to recreational marijuana, including DUI Drugs presumed intoxication and state funding for research and identification of intoxication measurement devices.

6. Support increased funding and State reimbursements for law enforcement training costs related to homelessness, mental illness, de-escalation, use of force, and public record act requests.
7. Support the state adoption of building, development and fuel modification requirements that provide for fire safety in the Wildland Urban Interface and Intermix.
8. Support policies that create restrictions on the early release of state inmates from incarceration for the purpose of alleviating overcrowding, and limit parole hearing opportunities for state inmates serving a life sentence or paroled inmates with a violation.
9. Support clarifying legislation to further define 'non-violent' offenses.
10. Support legislation that increases safety of all modes of transportation, including electric bikes.
11. Oppose legislation which would interfere with the ability of law enforcement to remove individuals, either in person or in a vehicle, from public facilities, property, or streets.
12. Oppose legislation that places burdensome restrictions on law enforcement and limits their ability to protect public safety.
13. Oppose restrictions on access to social media material for the purposes of law enforcement personnel background investigations.
14. Oppose legislation that would support creating a politically appointed police oversight committee.
15. Oppose legislation that serves to impact eligibility for local jurisdictions for disaster response and recovery assistance.

Parks, Recreation, and Community Services

1. Support efforts that facilitate the provision of quality, affordable "dependent care" for both children and seniors.
2. Support Federal and State funding opportunities and/or legislation that provides for senior citizen nutrition programs, prescription drug benefits, transportation, adult day care, technology improvements, education, and emergency education for seniors.
3. Work to strengthen policies and support the creation of more affordable, innovative, inclusive, and quality parks and recreation, open space, the acquisition of open space, bike lanes, and non-motorized trails.
4. Support continued State funding for local art, cultural, and music programs, as well as funding for facilities and programs for the City's youth, adults, and seniors.

5. Support funding for local and regional collaboration that supports equitable access for connected multimodal networks.
6. Support increasing opportunities for California's multi-generational residents to participate in civic engagement activities.
7. Support the County of Orange response to homeless issues, such as shelters and housing programs.

General Issues

1. Support measures that create or expand home rule authority as it applies to the cable, video and telecommunications industry and franchising processes.
2. Support policies and funding that expand access to broadband.
3. Support extending sales tax to E-Commerce as a means of fairness to "main street" retailers.
4. Support measures that require companies providing communication services to a local community to provide or support Public, Educational and Governmental (PEG) access to new networks, including PEG equipment, funding, and support.
5. Support measures to reform California's tort system to curtail unreasonable liability exposure for public agencies and restore the ability of public agencies to obtain affordable insurance.
6. Support legislation to extend the protections limiting local government liability for property damage caused by hillsides and mudslides.
7. Oppose any state or federal effort by the wireless industry that would force local governments to lease out publicly owned infrastructure, eliminate reasonable local environmental and design review, and eliminate the ability for local governments to negotiate fair leases or public benefits for the installation of "small cell" wireless equipment on taxpayer-funded property.
8. Consider the League of California Cities' Policy and Guiding Principles when taking into consideration supporting or opposing legislation.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 12/06/2022
SUBJECT: Second Reading of Ordinance - Zone Change No. 2021-01

RECOMMENDATION

Staff recommends that the City Council hold the second reading and adopt Ordinance No. 1234, an Ordinance of the City Of Brea approving Zone Change No. 2021-01 to amend the Zoning designations of three Housing Opportunity Sites and three Additional Potential Sites identified in the City's 6th Cycle Housing Element, as part of the Housing Element implementation effort.

BACKGROUND/DISCUSSION

As part of the City's 6th Cycle Housing Element implementation, the City initiated an effort to amend the General Plan Land Use and Zoning designations of six housing sites identified in the City's 6th Cycle Housing Element (Housing Element). The subject housing sites include three Housing Opportunity Sites (Focused Development Sites #7, 10 and 13) and all three Additional Potential Sites (southern portion of 275 Valencia Avenue, 200 S. Associated Road, and 480 N. State College Boulevard). The following entitlements are required:

1. General Plan Amendment (GPA) No. 2021-02: to amend the General Plan Land Use designations of the subject six housing sites; and
2. Zone Change (ZC) No. 2021-01: to amend the zoning designations of the subject six housing sites.

On October 18, 2022, the City Council received staff presentations, opened the public hearing on the proposed GPA and ZC, received public testimony, closed the public hearing, and requested additional information, and continued the review of the proposed GPA and ZC to the future meeting. The comprehensive staff report package from the October 18, 2022 City Council meeting can be accessed from the following link: <http://weblink.cityofbrea.net/WebLink/0/doc/146372/Page1.aspx>

On November 15, 2022, the City Council introduced Ordinance No. 1234 for the proposed ZC, in conjunction with adopting Resolution Nos. 2022-066 and 2022-067 approving the addendum to the previously certified Environmental Impact Report for the 2003 General Plan and the proposed GPA. The comprehensive staff report package from the November 15, 2022 City Council meeting can be accessed from the following link: <http://weblink.cityofbrea.net/weblink/0/doc/146871/Page1.aspx>

COMMISSION/COMMITTEE RECOMMENDATION

On September 27, 2022, the Planning Commission, on 5-0 vote, approved a resolution recommending approval of the proposed GPA and ZC.

FISCAL IMPACT/SUMMARY

The costs to process and implement the Project are included in the FY2022/2023 Community Development Department budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Joanne Hwang, ACIP, City Planner

Concurrence: Jason Killebrew, Community Development Director

Attachments

Ordinance No. 1234

ORDINANCE NO. 1234

AN ORDINANCE OF THE CITY OF BREA APPROVING ZONE CHANGE NO. 2021-01 FOR IMPLEMENTATION OF THE SIXTH CYCLE HOUSING ELEMENT

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

A. RECITALS.

(i) On August 19, 2003, the City Council adopted Resolution Nos. 03-73 and 03-74 in connection with General Plan Amendment (“GPA”) No. 01-02 for a comprehensive update of the General Plan. Resolution No. 03-73 certified the General Plan Final Environmental Impact Report (State Clearinghouse Number 2002061051) (General Plan EIR), and Resolution No. 03-74 adopted the General Plan.

(ii) A Housing Element is one of eight General Plan elements mandated by the State of California pursuant to Government Code Section 65302. The City of Brea must comply with state law in updating its Housing Element every eight years. The current eight-year cycle, known as the Sixth Cycle, covers the 2021-2029 planning period.

(iii) On August 24, 2021, the Planning Commission adopted Resolution No. PC 21-10, recommending City Council approval of GPA No. 2021-01 for the Sixth Cycle Housing Element.

(iv) On September 21, 2021, the City Council adopted Resolution No. 2021-053 approving GPA No. 2021-01 to adopt the Sixth Cycle Housing Element.

(v) On August 16, 2022, the City Council adopted Resolution No. 2022-061 approving GPA No. 2022-03 to amend and readopt the Sixth Cycle Housing Element with revisions requested by the California Department of Housing and Community Development (“HCD”).

(vi) On September 8, 2022, HCD certified the readopted Sixth Cycle Housing Element.

(vii) Pursuant to Government Code Section 65583, the City is required to complete a rezoning program for housing sites identified in the Sixth Cycle Housing Element because the City's inventory of housing sites does not provide for sufficient density to fully accommodate the City's Regional Housing Needs Assessment allocation.

(viii) The required rezoning program involves amendments to the General Plan land use designation and the zoning designation of six housing sites ("Project Sites") identified in the Sixth Cycle Housing Element. The Project Sites consist of three Focused Development Sites (# 7, 10, and 13) and three Additional Potential Sites:

a. The three Focused Development sites are generally located in the City as follows:

- #7: Southwest corner of Cypress Street and Brea Boulevard.
- #10: Northwest corner of Fir Street and Brea Boulevard.
- #13: Northeast block of Elm Street and Brea Boulevard.

b. The three Additional Potential Sites are generally located in the City as follows:

- 200 South Associated Road.
- 480 North State College Boulevard.
- A southern portion of 275 Valencia Avenue.

(ix) The required rezoning program will be implemented by proposed GPA No. 2021-02 and by proposed Zone Change ("ZC") No. 2021-01 (collectively, the "Project").

(x) ZC No. 2021-01 will amend the zoning designation of the Project Sites as follows:

	<u>Existing Zoning</u>	<u>Proposed Zoning</u>
	<u>Designation</u>	<u>Designation</u>
• Focused Development Site #7	C-G	MU-I
• Focused Development Site #10	MU-III	MU-I
• Focused Development Site #13	C-G	MU-III
• Additional Potential Site (200 South Associated Rd.)	R-1	R-3
• Additional Potential Site (480 North State College Blvd.)	R-1	MU-II
• Additional Potential Site (Southern Portion of 275 Valencia Ave.)	M-1	MU-II

(xi) On September 27, 2022, the Planning Commission adopted Resolution No. PC 2022-XX recommending City Council approval of the Project.

(xii) On October 18, 2022, the City Council held a duly noticed public hearing on the Project during which it received and considered all evidence and testimony presented.

(xiii) On November 15, 2022, the City Council further considered all evidence and testimony presented.

(xiv) Based on the entirety of the evidence presented at the above-referenced public hearings, the City Council finds as follows:

a. The proposed zoning designation of the Project Sites is in conformity with the General Plan as amended by GPA No. 2021-02. Approval of ZC No. 2021-01 will therefore align the Zoning Map with the General Plan. The Project also is consistent with other goals, policies, and provisions of the General Plan as set forth in the resolution approving GPA No. 2021-02.

b. The Project Sites are suitable for the uses permitted in the proposed zones. During the City's Sixth Cycle Housing Element adoption process, the Project Sites have been thoroughly analyzed for their suitability to accommodate future housing

developments, where various factors and constraints were considered pursuant to the State law requirements related to housing sites.

c. Approval of ZC No. 2021-01 would not be detrimental to the use of land in any adjacent zone, as the proposed zoning designation changes are to encourage future housing developments, which would consist of different forms of residential uses. The surrounding areas of the Project Sites consist of other residential uses and other mixes of uses such as neighborhood serving commercial, which are compatible with residential uses that the proposed Zone Change is intended to encourage.

(xv) Pursuant to California Environmental Quality Act Guidelines, an Addendum to the General Plan EIR has been prepared for the Project. By adoption of a separate resolution, the City Council has adopted the Addendum prepared for the Project.

(xvi) All legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

1. All facts set forth in the Recitals are true and correct.

2. The City Council approves ZC No. 2021-01 to change the zoning designation of the Project Sites as specified in Paragraph (x) of Section A of this Ordinance. The Zoning Map is hereby amended to incorporate the approval of ZC No. 2021-01.

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

APPROVED AND ADOPTED this 6th day of December, 2022.

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 15th day of November, 2022, and was finally passed at a regular meeting of the City Council of the City of Brea on the 6th day of December, 2022, by the following vote:

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

Dated: _____

Lillian Harris-Neal
City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: Approval of Memorandum of Understanding between the City of Brea and the Brea Police Association

RECOMMENDATION

Adopt resolution approving Memorandum of Understanding (MOU) with the Brea Police Association (BPA).

BACKGROUND/DISCUSSION

City staff have recently been negotiating a successor labor agreement (Memorandum of Understanding or MOU) with BPA. The City's current labor contract with BPA expires December 31, 2022. The economic and social disruption caused by the COVID-19 global pandemic has been devastating to the economy and has impacted City operations including labor relations. Over the 12 months ended June 2022, the Consumer Price Index for All Urban Consumers increased 9.1%. This increase represents the largest 12-month increase in 40 years. A salary survey of ten comparable cities in our labor market indicated that the majority of the members in this bargaining unit were at least 10% behind the market in total compensation.

Negotiations started in late September and by mid-November we had reached a tentative agreement with BPA. Considerable progress was made rather quickly and a successor MOU agreement with the Brea Police Association is now ready for City Council approval. The terms reached in the attached agreement are consistent with the maximum financial authority provided to the City's bargaining team by the City Council. BPA members have already ratified the tentative agreement.

Over the last few years, contracts with employee associations have reflected modest changes to the terms of employment, reflecting the City's policy for maintaining a balanced budget with an eye towards sustaining healthy reserves. However, with inflationary pressures impacting our comparable labor market and employees leaving and/or retiring at higher than usual rates, the City sought to stabilize our competitive edge by front loading salary increases in this contract. Therefore, in this proposed contract, salaries have been increased significantly in the first year by ten percent (10%) to ensure that association members do not fall behind in the labor market. A three percent (3%) salary adjustment is proposed in the second and third year of the contract. A two percent (2%) salary adjustment is proposed in the fourth year of the contract and a one percent (1%) cost of living increase is proposed for the last six months of the contract.

In addition, the contract also includes an update to MOU language on how employees are able to use wellness and fitness allowance and the annual benefit was increased by \$50 per year. We

are also proposing to modify MOU language to provide for an increase in holiday accruals by adding one hour (1) to each existing observed holiday. This equates to adding another City holiday as many surrounding jurisdictions have done so after the US government approved a new federal holiday in 2021. Also, new in this MOU is a \$100 per month Composite Artist Pay allowance to one employee. This is unique situation where the City has an employee that is certified to sketch suspects and assist investigators in getting cases resolved quicker. These items will help us remain competitive in the labor market as these benefits are standard in comparable jurisdictions. Lastly, we will incorporate re-opener language on medical insurance benefits (Flexible Benefits Plan) in the event that any other City bargaining unit negotiates an increase to their Flexible Benefits Plan.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Mario E. Maldonado, Human Resources Manager

Concurrence: Kristin Griffith, Administrative Services Director

Attachments

Resolution - Labor Agreement

Exhibit A - BPA MOU

RESOLUTION NO. 2022-081

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA APPROVING MEMORANDUM OF UNDERSTANDING WITH THE BREA POLICE ASSOCIATION

A. RECITALS

(i) Chapter 10, Division 4, Title 1, of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed;

(ii) Government Code Section 3507 empowers a City to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations;

(iii) Pursuant to the provisions of the Employer-Employee Relations Resolution No. 06-62 of the City of Brea, the City of Brea has recognized the Brea Police Association as the majority representative of sworn and certain non-sworn employees in the police bargaining unit, for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

(iv) The duly authorized representatives of the City and the Brea Police Association have met and conferred in good faith and have reached agreement on changes in wages, hours and terms and conditions of employment.

RESO NO. 2022-081
December 6, 2022

(v) The Brea Police Association membership has ratified the agreement.

B. RESOLUTION

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, as follows:

The Memorandum of Understanding representing an agreement to changes in wages, hours, and terms and conditions of employment for the term of January 1, 2023, through June 30, 2027, by the City and the Brea Police Association (Exhibit A), is approved.

APPROVED and ADOPTED THIS 6th day of December 2022.

Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. 2022-081
December 6, 2022

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 6th of December 2022, and was adopted by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2022-081
December 6, 2022

EXHIBIT A

RESO NO. 2022-081
December 6, 2022

Memorandum of Understanding

BETWEEN

THE CITY OF BREA

AND

**THE BREA POLICE
ASSOCIATION**

JANUARY 1, 2023 THROUGH JUNE 30, 2027



**Brea Civic & Cultural Center
Human Resources Division
1 Civic Center Circle
Brea, CA 92821
www.cityofbrea.net**

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EXHIBIT A – LIST OF REPRESENTED CLASSIFICATIONS

EXHIBIT B – Non-Sworn SALARY TABLES Effective July 9, 2022 – January 6, 2023
Effective January 7, 2023 – January 5, 2024
Effective January 6, 2024 – January 3, 2025
Effective January 4, 2025 – January 2, 2026
Effective January 3, 2026 – January 1, 2027
Effective January 2, 2027 – June 30, 2027

EXHIBIT C – Sworn SALARY TABLES Effective July 9, 2022 – January 6, 2023
Effective January 7, 2023 – January 5, 2024
Effective January 6, 2024 – January 3, 2025
Effective January 4, 2025 – January 2, 2026
Effective January 3, 2026 – January 1, 2027
Effective January 2, 2027 – June 30, 2027

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BREA
AND
THE BREA POLICE ASSOCIATION**

January 1, 2023 through June 30, 2027

This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Brea Police Association.

A. Recitals

(i) The parties hereto have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and have reached agreement on changes in wages, hours and terms and conditions of employment.

(ii) The parties hereto have agreed upon the wages, hours, and terms and conditions of employment as set forth herein in order to encourage effective recruitment and retention of well-qualified employees and to foster and reward employees' potential, performance, professional attitude, morale and pride in work. The Brea Police Association employees hereby acknowledge these expectations.

B. Agreement

Now, therefore, the parties hereto agree as follows:

ARTICLE I – RECOGNITION

Pursuant to the provisions of City of Brea Employer-Employee Relations Resolution No. 06-62, the City of Brea (hereinafter called the "City") has recognized the Brea Police Association (hereinafter called the "Association") as the exclusive representative of employees in the bargaining unit, which includes sworn and certain non-sworn Police Department full-time employees in the classifications listed in Exhibit "A."

The City shall recognize the Association as the exclusive representative of employees in the classifications set forth in Exhibit "A" for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

ARTICLE II – NONDISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee because of race, color, gender, age, national origin, marital status, sexual preference, political or religious affiliations, disability, except as may be required for compliance with Federal or State law, and/or exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall re-open any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State anti-discrimination laws.

Disability Discrimination Laws

Because the Federal and State disability discrimination laws require accommodations for individuals protected under those Acts, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment only to the extent necessary to reasonably accommodate an individual covered by the respective disability laws, who meets the minimum requirements for the position, and who has notified the employer of his/her disability.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Prior to disregarding any provision of the Agreement in order to undertake required accommodations for an individual protected by the law, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to meet and confer over modifications of the Agreement on a case-by-case basis. Failure to reach agreement shall not preclude the City from implementation during the term of the Agreement. Any accommodation provided to an individual protected by the law shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

ARTICLE III – SCHEDULING/HOURS OF WORK AND ASSIGNMENTS

Except pursuant to the duty to meet and confer pursuant to the Meyers-Milias-Brown Act, it shall be understood that scheduling of employees (i.e., shifts and/or days off) and assignment of work shall be the sole responsibility of the City, consistent with the needs of the community. Nothing herein precludes an employee from requesting a change of work schedule. The Department Director may alter the work schedule of an individual employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations.

Work Period

Except as otherwise modified by agreement of the parties during the term of this MOU, the regular work period for Patrol employees shall be as follows:

- A. For Patrol and Traffic Operations, the work period shall consist of a twenty-eight (28) day work period under the Fair Labor Standards Act (FLSA), in which Police Officers and Police Sergeants will be assigned to work one hundred sixty (160) hours.
- B. For Public Safety Dispatch, the work period shall consist of two seven-day work weeks of forty (40) hours each.

All officers and employees shall be subject to call-for-service at any time to meet any and all emergencies or unusual conditions which may require such service from all or any of said officers or employees.

Meal Periods and Breaks

All work days for the following classifications shall be inclusive of a thirty (30) minute paid meal period and breaks:

- 1. All sworn employees
- 2. Public Safety Dispatcher I, II, Senior
- 3. Communications Supervisor, while serving in a dispatcher capacity
- 4. Police Service Officer

ARTICLE IV – SALARY AND WAGE PLAN

Salaries

Salaries effective during the term of this MOU, are listed in Exhibit "B" and Exhibit "C", attached hereto and made a part thereof.

Effective the first full payroll period commencing on or after January 1, 2023, the "base salary" of each classification shall be increased by ten percent (10%).

Effective the first full payroll period commencing on or after January 1, 2024, the "base salary" of each classification shall be increased by three percent (3%).

Effective the first full payroll period commencing on or after January 1, 2025, the "base salary" of each classification shall be increased by three percent (3%).

Effective the first full payroll period commencing on or after January 1, 2026, the "base salary" of each classification shall be increased by two percent (2%).

Effective the first full payroll period commencing on or after January 1, 2027, the “base salary” of each classification shall be increased by one percent (1%).

Merit Increases

Merit increases will become effective on the date earned, if subsequently approved.

Call-Back Pay

- A. An employee called back to work after completing his/her normal work shift and having left City premises and/or the employee's work location shall be paid at the rate of one-and-one-half (1.5) times his/her regular rate of pay for each hour worked, even though the employee may have taken paid leave during that work period. Employees who are called back to work shall receive a minimum of two (2) hours at time and one-half (1.5), regardless of whether the employee actually works less than two (2) hours.
- B. An employee whose normal work shift has been extended by his/her supervisor prior to his/her departure from that shift, or an employee who has been called to report to work three (3) or fewer hours earlier than his/her normal work shift would begin, shall be paid at the rate of one-and-one-half (1.5) times his/her regular rate of pay for each hour worked, with no minimum, even though the employee may have taken paid leave during the period.

Court Appearance and Court On-Call Pay

An employee subpoenaed for a court appearance on official City business shall be compensated as follows:

- A. Court Appearance– Employees required to appear in court during off-duty time shall be compensated pursuant to the provisions described in paragraph A of the “Call-Back Pay” section above.
- B. Court On-Call– If the subpoenaed employee is placed “on-call” by the court on his/her off-duty time, the employee shall be compensated as follows for each period of the day (i.e., “morning” and “afternoon”) during which the employee is on-call:
 - 1. On-call during the morning period. (Morning Subpoena)
 - a. If the employee has been placed on-call during the morning period and is released by the court at the morning update, the employee shall be compensated at his/her regular straight-time hourly rate of pay for two (2) hours.

- b. If, at the morning update, after being placed on-call during the morning period the court requires the employee to remain on-call for the afternoon period, the employee shall be compensated at his/her regular straight-time hourly rate of pay for two (2) hours for the morning period and an additional two (2) hours for the afternoon period.
 - c. If the employee has been placed on-call during the morning period and is then called to appear in court in the afternoon, the employee shall be compensated at his/her regular straight-time rate of pay for two (2) hours for the morning period; and, a minimum of two (2) hours for the afternoon period or the actual number of hours the employee appears in court, whichever is greater, at the rate of one-and-one-half (1.5) times his/her regular rate of pay.
2. On-call during the afternoon period. (Afternoon Subpoena)
- a. If the employee has been placed on-call for the afternoon period, but at the morning update is released from the afternoon period, the employee shall be compensated at his/her regular straight-time hourly rate of pay for two (2) hours in the morning, only.
 - b. If the employee has been placed on-call during the afternoon period and at the morning update is required by the court to remain on-call during the afternoon, the employee shall be compensated at his/her regular rate of pay for three (3) hours (one [1] hour for the morning period and for two [2] hours for the afternoon period).
 - c. If the employee has been placed on-call during the afternoon period and is then called to appear in court in the afternoon, the employee shall be compensated at his/her regular straight-time hourly rate of pay for one (1) hour for the morning period; and, a minimum of two (2) hours for the afternoon, or the actual number of hours the employee appears in court, whichever is greater at the rate of one-and-one-half (1.5) times his/her regular rate of pay.

City Required On-Call Pay

From time to time situations may arise in which it is necessary to place a sworn employee in an on-call status while off-duty.

If an employee is placed in an on-call status, the employee shall be compensated at his/her regular straight-time rate of pay for a minimum of two (2) hours for each period (morning or afternoon) in which the employee is placed in the on-call status, i.e., a minimum of two (2) hours in the morning, and/or a minimum of two (2) hours in the afternoon.

Approval of the Department Director, or designee, is required before an employee may be placed in on-call status.

On-call guidelines shall be the same as those used for Court On-Call.

Non-Sworn Employee Shift Differential

A non-sworn employee, as defined below, who is regularly assigned to shifts in which five (5) or more hours fall between 6:00 p.m. and 6:00 a.m. shall receive additional compensation of five percent (5%) of the employee's base hourly rate for all hours worked on the qualifying shift. Shift differential shall not apply to overtime hours worked. The City agrees not to modify shifts to avoid the payment of shift differential.

Eligible classifications include: Public Safety Dispatcher I/II; Senior Public Safety Dispatcher; Jailer; Civilian Investigator; Police Service Officer; Parking Control Officer; and Property/Evidence Technician.

OVERTIME AND COMPENSATORY TIME

FLSA Disclaimer

It is understood and agreed that the City shall provide those overtime benefits mandated by the Fair Labor Standards Act (FLSA) **as distinguished from overtime benefits required under this Memorandum of Understanding**, only to the extent and during such time that the FLSA is legally binding on the City.

Overtime

Subject to the approval of the Department Director, or designee, employees may be authorized to work reasonable periods of overtime to meet operational needs, and shall be compensated as follows:

- A. Except for personnel assigned to work periods greater than seven days, as provided in Article III of this MOU, an employee's work period for the calculation of overtime pay shall be a seven (7) day period, beginning at 12:01 a.m. Saturday, and ending at 12:00 midnight the following Friday. An employee shall be paid at the rate of one-and-one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) in the seven (7) day work period. These hours shall be referred to as "overtime" hours.
- B. Patrol and Traffic Operations employees assigned to 14-day or 28-day work periods shall be eligible for overtime compensation at the rate of one-and-one-half (1.5) times the employee's regular hourly rate of pay for all hours worked in excess of the regularly scheduled hours in each payroll week of the work period schedule.

- C. Public Safety Dispatch employees shall be scheduled to work three 12-hour shifts per seven-day period and one 8-hour shift per fourteen-day pay period. The 8-hour shift shall be split into two four-hour segments for timekeeping purposes, with the first four hours falling in the first seven days of the pay period and the last four hours falling in the second seven days of the pay period. This scheduling shall result in a regularly scheduled work week of forty (40) hours in each seven-day period. Work in excess of forty hours in a seven-day work period is subject to overtime compensation under the FLSA.
- D. The overtime rate will be calculated at one and one-half (1.5) times the employee's "regular rate of pay" as that term is used in the FLSA.
- E. Except as provided below, paid leave time (e.g., vacation, sick leave, holidays, compensatory time, etc.) shall be counted as hours worked for the purposes of determining eligibility for overtime pay within a particular work week.

Public Safety Dispatch employees will be paid overtime for voluntary and/or mandatory overtime under FLSA regulations only. Paid leave time shall be counted as hours worked for the purposes of determining overtime pay.

- F. Employees who work overtime without the express permission of the Department Director, or designee, may be subject to disciplinary action.

Overtime for Full-Time Employees Also Working as Public Safety Dispatchers

Any non-sworn full-time unit employee who works as a part-time intermittent Public Safety Dispatcher during off-duty hours shall be paid for such dispatch hours at the rate of one-and-one-half (1.5) times the Public Safety Dispatcher I top-step hourly pay rate, or Public Safety Dispatcher II top-step hourly pay rate, whichever is applicable to the qualifications of the employee. Full-time sworn employees shall be paid for such dispatch hours at the rate of one and one half (1.5) times their current pay rate or one and one half (1.5) times the classification of Police Officer top step hourly pay rate, including bilingual, POST level and assignment pay if applicable, **whichever is less**.

Compensatory Time Off in Lieu of Overtime

Subject to the approval of the Department Director, or designee, an employee may elect to take compensatory time off in lieu of receiving overtime pay for hours worked in excess of the employee's regularly scheduled work period. An employee who requests and is approved for compensatory time off in lieu of overtime is entitled to bank the number of hours of compensatory time off as he/she would otherwise be entitled to as overtime pay (i.e., time and one-half for time-and one half overtime, or straight time for straight time).

Subject to the approval of the Department Director, or designee, employees may request to "bank" up to a maximum of one hundred twenty (120) hours of compensatory time in lieu of receiving overtime pay. The employee may request use of banked compensatory

time by submitting a request in the same manner as vacation leave requests. Approval of the use of compensatory time shall not be unreasonably denied or delayed, and shall be approved by the Department Director, or designee, unless he/she determines that approval for the requested date(s) would create an undue burden on departmental overtime expenses, workload, operational efficiency, and/or safe staffing considerations.

Non-FLSA Compensatory Time Off for Property and Evidence Technicians

Property and Evidence Technicians shall receive two hours of non-FLSA compensatory time off each week in exchange for being placed on-call for one week, every other week throughout the year. Employees may “bank” up to a maximum of fifty (50) hours of non-FLSA compensatory time. The employee may request use of banked non-FLSA compensatory time by submitting a request in the same manner as vacation leave requests. When an employee’s non-FLSA compensation bank reaches fifty (50) hours no additional hours shall accrue.

Payoff of Accrued Compensatory Time

Employees may request a payoff of a portion of accrued compensatory time in May and November each year. The May and November payoffs shall be processed with the employee’s regular payroll check. Employees must request the payoff by April 10 and October 10 respectively each year to receive the payoff in May and November. The May payroll period may also contain a payoff of accumulated holiday hours (refer to Article V of this Memorandum of Understanding).

Extra Detail

(Defined as: *Working overtime for special events or assignments such as Brea Fest or a private activity the City has determined needs a police presence.*) Compensation provided by this Section shall begin when the employee departs from the department building to go directly to the assigned location and shall terminate upon his/her return to the department building.

Watch Commander/Field Supervisor

Corporals shall not be mandated to work overtime as watch commanders or field supervisors, but may do so voluntarily. The City and BPA shall continue to meet and confer through the scheduling team on matters related to scheduling and overtime, including how to “credit” employees who work overtime as it relates to the order of assigning mandated overtime.

WORKING OUT OF CLASSIFICATION

The City may work employees out of classification for up to twenty (20) consecutive calendar days without additional compensation.

Employees who are assigned to work on a temporary basis in a higher classification for a period of more than twenty (20) days or longer within twenty-five (25) calendar days, as specifically assigned by the Department Director or the City Manager, shall receive the first pay step of the higher classification or five percent (5%) in addition to the employee's regular rate of pay, whichever is greater. The additional pay rate shall commence on the twenty-first (21st) day of working within that assignment. The employee shall receive prior written notice of the working out-of-classification assignment.

SPECIAL PAYS

Bilingual Pay

An employee, except Police Officer Recruit, who speaks Spanish or other languages, excluding English, but including sign language shall be compensated at the rate of \$200 per month for the first language spoken in addition to English. Each additional language spoken after the first shall be compensated at the rate of \$25 per month. Any employee receiving bilingual pay shall be required to utilize his or her bilingual skills when needed.

The Human Resources Manager shall designate which languages shall be eligible for Bilingual Pay based on community needs.

The Human Resources Manager shall administer the taking of competency tests to certify the employee as eligible for Bilingual Pay based on the employee's proficiency in speaking Spanish or other languages. Such certification shall be a condition prior to qualifying for Bilingual Pay.

An employee may become eligible for Bilingual Pay at any time. An employee must be recertified immediately prior to each anniversary date of his/her certification to continue to be eligible for Bilingual Pay. If the employee fails to reapply or to become recertified, the Bilingual Pay shall cease at the beginning of the payroll period immediately following the employee's certification anniversary date. The employee is responsible to initiate the request for eligibility or recertification.

After two (2) successful recertifications, the employee shall only be required to participate in the recertification process every four (4) years.

Uniform Allowance

For those employees required to purchase a uniform, the City shall provide an annual lump sum uniform allowance as follows:

Employees who are required to have class B Uniforms	\$850
All other Employees	\$700

Employees who are on the City's payroll on July 1, of each fiscal year shall receive their uniform allowance as early as feasible in July of each year. In order to comply with CalPERS reporting requirements for uniform allowance for Classic employees, the allowance will be reported as earned on July 1. Earned period shall be defined to mean employed with the City on July 1. Payment for the uniform allowance will be paid in the pay period which includes July 1.

Sworn employees newly assigned to the Traffic Motor Officers Division shall be supplied with two pair of Kevlar-reinforced breeches, one Kevlar reinforced jacket and one pair of motor boots.

New Employees- Upon appointment, classifications required to maintain a class B uniform shall receive an initial uniform allowance of \$850. Upon appointment all other personnel shall receive an initial uniform allowance of \$600. This allowance may be made in the form of a voucher to a uniform supply vendor or a payment made directly to the employee in their pay check. Direct payments to the employee will be made on the employee's first pay date.

A new employee who quits within the first year of employment or is removed during probation shall be required to refund the City for his/her uniform allowance or must turn-in the uniforms to the Police Department for reuse/reissue. The refund shall be taken from the employee's final paycheck. Concurrent with accepting employment, the subject employee shall individually consent in writing to such deduction without the necessity of a court judgment, in those circumstances where the employee has not returned the issued uniforms.

Duty Weapons

Sworn employees shall be permitted to furnish their duty weapon provided that the duty weapon meets all the specifications established by the Police Department. The City shall provide a duty weapon upon the individual request of a sworn employee.

POST Pay

Intermediate POST Pay: A Police Officer who obtains and maintains an intermediate POST certificate will qualify for seven and one-half percent (7.5%) additional compensation.

Advanced POST Pay: A Police Officer who possesses and maintains a POST Advanced Certificate will qualify for twelve and one-half percent (12.5%) additional compensation.

Only one of the POST pay benefits may be paid to an employee at any time (i.e., once an employee qualifies for the Advanced Post pay, that employee shall not receive compensation for Intermediate POST pay).

SPECIAL ASSIGNMENTS AND COMPENSATION

Police Officers and Police Service Officers

A Police Officer or Police Service Officer (PSO) may be appointed to a special assignment or regional task force at the sole discretion of the Police Chief provided the employee meets the established minimum qualifying criteria, his/her performance in their current assignment has been satisfactory, and he/she is physically capable of performing the duties of the special assignment. Once appointed, an employee may be removed from a special assignment by the Police Chief if the employee no longer meets the minimum qualifying criteria, and/or their performance in the special assignment has been unsatisfactory, and/or the employee is rendered physically incapable of performing the duties of the special assignment and/or the Police Chief determines that removal from the special assignment is in the professional interest of the employee and/or the Department and/or the community being served. Additions or reductions in the number of special assignments shall be determined by the City based upon budgetary and staffing needs. All special assignment pay shall be effective for only as long as the duty assignment remains in effect for the employee.

As of January 1, 2015, all special assignments and new assignments to a regional task force shall be limited to three (3) years. All such assignments may be extended at the discretion of the Police Chief in additional six (6) month installments, timed to end concurrently with closest shift rotation following the first six (6) month installment.

Effective January 1, 2017 a Police Service Officer (PSO) appointed to a special assignment in the Investigation unit will be eligible for special assignment pay as described below.

Police Sergeants

Police Sergeants shall be appointed to patrol and/or special assignments or a regional task force at the sole discretion of the Police Chief. Police Sergeants may be removed from special assignments at the sole discretion of the Police Chief. The decision to remove a Sergeant from a special assignment is not considered punitive and/or disciplinary, and may not be appealed through the disciplinary process or the grievance procedure.

Variety of Special Assignments

The City shall provide special assignment pay as described below:

Sworn police personnel and a PSO (assigned to investigation unit) appointed to the following assignments shall receive special assignment pay of five percent (5%) in addition to their regular rate of pay:

1. Corporal
2. Investigation

3. K-9 Handler
4. Traffic
5. School Resource Officer
6. Downtown Liaison Officer
7. Crime Suppression Unit
8. Homeless Liaison Officer

The Chief of Police, at his unilateral discretion, may remove the Homeless Liaison Officer assignment from the list of special assignments, above, by providing the Association thirty (30) days advance written notice.

Return to Patrol

A Police Officer or Sergeant who has worked in a special assignment and is transferred from that assignment to Patrol shall forfeit his/her five percent (5%) special assignment pay. If the Officer or Sergeant had worked the special assignment for the minimum commitment period outlined in the Police Department policy and procedures prior to the transfer, then the Officer or Sergeant will be assigned five percent (5%) "Return to Patrol" pay. If the Officer or Sergeant is later reassigned from Patrol to another special assignment, he/she shall only receive the special assignment pay applicable to that assignment.

Field Training Officer (FTO)/Temporary Training Assignment

A Police Officer, Police Service Officer or Public Safety Dispatcher II assigned as a trainer shall receive Special Assignment pay of five percent (5%) in addition to his/her regular rate of pay while the training is in process. The employee shall receive prior written notice of the temporary training assignment. Corporals, Sergeants and all other unit members are excluded from FTO pay, as these duties are included in their regular scope of job duties. The only circumstances where an employee may receive ten percent (10%) in Assignment Pay is when serving as:

1. Corporal – Return to Patrol or Traffic
2. FTO – Return to Patrol

Drug Recognition Expert (DRE) Pay

A sworn employee who is certified as a DRE, shall be compensated at the rate of \$200 per month as long as they maintain the proper certification(s).

Employees who possess a DRE certificate shall be required to perform drug recognition evaluations.

Composite Artist Pay

The employee designated as the composite artist for the department, shall be compensated at the rate of \$100 per month as long as they maintain the proper certification(s).

The City shall continue to cover the time and cost of the bi-annual recertification for the designated department composite artist.

ARTICLE V – LEAVES

VACATION

Vacation Accruals

Effective with anniversary dates occurring on or after January 1, 2004, employees shall earn and accrue vacation leave time at the following rates:

<u>Following:</u>	<u>Vacation Accrual</u>
Initial Hire	80 hours/year (Approx. 3.08 hours/payroll period)
Completion of 3 Years	120 hours/year (Approx. 4.62 hours/payroll period)
Completion of 7 Years	140 hours/year (Approx. 5.38 hours/payroll period)
Completion of 13 Years	160 hours/year (Approx. 6.16 hours/payroll period)
Completion of 16 years	175 hours/year (Approx. 6.73 hours/payroll period)
Completion of 19 Years	200 hours/year (Approx. 7.69 hours/payroll period)

Use of Vacation Leave

Employees are encouraged to use at least forty (40) hours of vacation leave each fiscal year. Vacation leave time shall not be approved until such time as it has been earned. The time at which an employee shall take vacation leave shall be requested by the employee prior to the start of the vacation leave period. Such vacation leave to be taken shall be subject to the prior approval of the Department Director, or designee, subsequent to consideration of the departmental workload and other staffing considerations, such as but not limited to, the previously approved vacation schedule of other employees, sick leave and position vacancies, and impact of vacation use on overtime expenditures.

Maximum Accrual of Vacation Leave

Employees shall be entitled to accrue a maximum of four hundred (400) hours of vacation leave.

Buy-Back of Vacation Leave Hours

Unit members may sell back unused vacation time, under the following conditions: (a) must use consecutive vacation leave for a minimum of thirty-seven and one-half (37.5) hours in the preceding twelve (12) months; (b) may only request buy-back ; at any one time in a calendar year; (c) minimum buy-back is thirty (30) hours; and, (d) must maintain a minimum vacation bank balance of eighty (80) hours.

If a sworn employee is off duty for an industrial injury (i.e., "4850" time), and if accruing vacation leave would exceed the maximum accrual during that time, the City will initiate a buy-down of leave time sufficient to reduce the employee's bank for the duration of the anticipated time off period.

Vacation Pay-Off Upon Separation

Except for the conditions as noted in the Retirement Health Savings Plan section of Article VI dealing with the deposit of remaining vacation hours into the plan, upon separation from service, an employee shall be compensated at his/her current regular rate of pay for any vacation accrued but not taken.

HOLIDAYS

Holidays and Holiday Pay

In lieu of having time off for holidays, employees covered by this Memorandum of Understanding shall be entitled to additional compensation of ten (10) hours of straight-time pay on the City designated holidays per year as follows:

- New Year's Day, January 1
- Martin Luther King, Jr. Day, third Monday in January
- President's Day
- Memorial Day, last Monday in May
- Independence Day, July 4
- Labor Day, first Monday in September
- Thanksgiving Day
- The day following Thanksgiving Day
- Christmas Eve, December 24
- Christmas Day, December 25
- New Year's Eve, December 31
- Floating Holiday

Straight-time pay shall be defined as base pay plus incentive or specialty pay.

Non-Shift Employees

Each non-shift employee shall accrue holiday hours at a rate of approximately four and sixty-one one-hundredths (4.61) hours per eighty (80) regularly scheduled hours worked to a maximum of one-hundred twenty (120) hours each fiscal year. Accrued Holiday hours shall be recorded on the employee's paycheck stub.

When a designated holiday is taken off, the employee's holiday accrual balance shall be debited in the amount of holiday hours taken off. Vacation and/or compensatory time off, shall not be utilized to fund a used holiday off, unless the employee's holiday bank has a balance of hours less than the hours in a work day. In such case the existing holiday bank may be supplemented with vacation and/or compensatory time off earned hours to the extent necessary to equal the holiday hours taken off.

All holidays taken off, shall be accounted for by using Holiday Bank hours to the extent that Holiday Bank hours are available in the employee's Holiday Bank. Vacation and or compensatory bank time may only be used for holidays taken off after the employee's Holiday Bank is exhausted.

Newly hired (i.e. less than one year) employees who have not accrued vacation or other paid leave, may "borrow" from the holiday bank against future holiday accruals. Employees leaving City employment with a negative holiday bank balance shall have the balance deducted from accrued vacation as of the date of employee's separation.

Holidays balances in excess of twelve (12) hours shall be paid to the employee in May at the employee's basic rate of pay as of the date of the payoff. Any employee with a balance of less than twelve (12) hours who desires a full payoff of his or her holiday balance should e-mail this request to Payroll no later than April 10th of each year.

Payoff of accumulated holiday hours shall be processed with the employee's regular payroll check. This check may also contain a payoff of accumulated compensatory time.

Shift Employees

Shift employees do not have designated holidays. Shift employees shall accrue one-hundred twenty (120) holiday hours per fiscal year at the rate of approximately four and sixty-one one-hundredths (4.61) hours per pay period. Accrued holiday hours shall be recorded on the employee's paycheck stub.

It is not the intention of the City to encourage the accumulation of holiday hours. Maximum consideration shall be given to taking holiday hours on the designated holidays as noted above in this Article. A shift employee must submit a written request to his/her immediate supervisor prior to taking a designated holiday. Designated holidays for shift employees may only be taken subject to the approval of the Department Director, or designee, after

the consideration of the departmental workload and other staffing considerations such as, but not limited to, the approved leave schedule of other employees, sick leave and position vacancies, and impact of the used holiday upon overtime expenditures.

When a designated holiday is taken off, the employee's holiday accrual balance shall be debited in the amount of holiday hours taken off. Vacation and/or compensatory time off, shall not be utilized to fund a used holiday off, unless the employee's holiday bank has a balance of hours less than the hours in a work day. In such case the existing holiday bank may be supplemented with vacation and/or compensatory time off earned hours to the extent necessary to equal the holiday hours taken off. Holiday hours taken by shift employees shall not exceed the same number of hours as the normal shift hours worked.

All holidays taken off, shall be accounted for by using Holiday Bank hours to the extent that Holiday Bank hours are available in the employee's Holiday Bank. Vacation and or compensatory bank time may only be used for holidays taken off after the employee's Holiday Bank is exhausted.

Holiday hours accumulated and not taken prior to the payoff in November shall be paid at the employee's basic rate of pay as of the date of the payoff. Employees must notify payroll via email by November 1st if they want to retain holiday hours in their bank to cover holidays through January 1. Employees wanting a payoff in May of any subsequent year may submit, in writing, to the Department Director, or designee, a request for payment of accumulated holiday time. This request must be turned in to the Department Director, or designee, by April 10 in order to be paid during the month of May.

Payoff of accumulated holiday hours shall be processed with the employee's regular payroll check. This check may also contain a payoff of accumulated compensatory time (refer to Article IV of this Memorandum of Understanding).

DONATION OF LEAVE TIME

Employees may donate, on an hour-for-hour basis, vacation, compensatory or holiday leave time to City employees, who have exhausted all available accrued leave time due to a major medical condition.

SICK LEAVE AND BEREAVEMENT LEAVE

Sick Leave

Employees shall earn eight (8) hours of sick leave per month. Sick leave shall be earned, commencing on the first day of employment, and shall accrue on a bi-weekly basis.

Personal Medical and Dental Appointments

Subject to the approval of the Department Director and/or his/her designee, employees may utilize sick leave for personal medical and/or dental appointments.

Sick Leave Authorization for Immediate Family Members

An employee shall be allowed to use up to a maximum of ninety-six (96) hours of personal sick leave per calendar year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. Immediate family as used in this Section is limited to: the employee's parents and grandparents (natural, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (natural, adoptive, foster, or by marriage or domestic partnership), parents-in-law (or by domestic partnership), siblings, and siblings-in-law (or by domestic partnership). In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Police Chief before the sick leave is allowed. In the event of an illness in the immediate family, a medical certificate from an acceptable medical authority for the employee's absence, may be required by the Police Chief. Such leave may take travel time into consideration. The amount of sick leave used in either of these two circumstances shall be reported on the appropriate leave request form.

Notification to Supervisor

Any employee needing to be absent because of sickness or other physical disability shall notify the appropriate Department Director or immediate supervisor at least one (1) day prior to such absence if circumstances permit, or as soon thereafter as possible. Any employee falsifying a reason for sick leave shall be subject to discipline, up to and including termination.

Return to Work After Sick Leave

An employee using sick leave pursuant to this Article and City of Brea Human Resources Rules and Regulations, may be required by the Human Resources Officer to submit a medical certificate signed by a duly-licensed physician, surgeon, or psychiatrist stating that the employee was incapacitated for the performance of his/her duties during the sick leave use and that the employee is capable of performing his/her duties or such of his/her duties as are enumerated in the certificate. The Human Resources Officer may require the employee to take an examination by a City designated physician, surgeon, or psychiatrist who shall make a report to the City as to the employee's ability to fully perform the duties and responsibilities of his/her position. In the event the certificate and reports enumerate less than all of the duties to which the employee may be assigned, the City may assign the employee duties and responsibilities which the City believes the employee is capable of performing. In cases of disabling illness or injury, the Human Resources Officer, or Department Director shall assess the City's ability to provide reasonable accommodation.

Bereavement Leave

An employee shall be allowed three (3) working days (based upon the employee's normal work schedule) of bereavement leave for each incident of a death of an immediate family member (as defined in the "Sick Leave Authorization for Immediate Family Members" section above). These three (3) working days of bereavement leave are in addition to the sick leave which an employee may use for death in the immediate family (as defined in the "Sick Leave Authorization for Immediate Family Members" section above).

OTHER LEAVES**Leave of Absence without Pay**

The Police Chief or designee may grant leaves of absence for a maximum of ninety (90) working days without pay to any employee if the circumstances of the particular case warrant and if the Police Chief so recommends such leave of absence in writing. An employee, not under suspension, may make application for leave without pay after all available leave benefits, including vacation, compensatory time, holiday leave time, Family Care Leave, and sick leave (subject to eligibility to use sick leave) and any other leave benefits (except protected military leave) have been completely used. No employment or fringe benefits such as sick leave, vacation, retirement, or any other benefits shall accrue to any employee on leave of absence without pay; except however, the City will continue to pay the employee's medical insurance up to the current maximum allowable under the current Flexible Benefit Plan program for a maximum of three (3) months during any one (1) leave in any twelve (12) month period while an employee is on authorized leave.

Prior to the end of a leave of absence without pay, if the employee desires additional leave, written application must be made to the Police Chief stating the reasons why the additional leave is required and why it would be in the best interest of the City to grant such leave of absence. If, in the Police Chief's opinion, such additional leave is merited and would still preserve the best interests of the City, he/she may approve such extensions of leave of absence for a period not to exceed an additional ninety (90) working days. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated his/her employment with the City.

An employee on leave of absence must give the City at least a seven (7) day written notice of the employee's intent to return to work.

Employee Association Leave

A reasonable number of the Executive Board of the Employee Association, or designee, recognized by the City Council shall be authorized leave of absence with pay according to the following provisions and within administrative directives:

- A. To meet and confer as requested by the City Manager.
- B. To perform necessary representational functions at times prearranged and approved by the Police Chief.
- C. For other matters that formal written approval may be granted by the City Manager.

ARTICLE VI – FRINGE BENEFITS

Administration

The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

Selection and Funding

In the administration of the fringe benefit programs, the City shall have the right to select any insurance carrier or other method of providing coverage to fund the benefits included under the terms of this Memorandum of Understanding, provided that the benefits of the employees shall be no less than those in existence as of implementation of this Agreement.

Changes

If, during the term of this Memorandum of Understanding, any change of insurance carrier or method of funding for any benefit provided hereunder occurs, the City shall meet and confer with the Association prior to any change of insurance carrier or method of funding the coverage.

HEALTH AND WELFARE BENEFITS

Flexible Benefit Plan

The City's Flexible Benefit Plan shall include, for the employee and eligible dependents, City sponsored health insurance plans including medical insurance, dental insurance, and optical insurance. The Flexible Benefit Plan shall also include, for employee only, short-term disability, optional life insurance, deferred compensation, and education reimbursement for undergraduate college-level courses only.

The maximum monthly Flexible Benefit Plan contribution for employees enrolled in a City sponsored CalPERS medical plan shall be:

Single employee	\$800
Employee plus 1 dependent	\$1,175
Employee plus 2 or more dependents	\$1,550

If during the term of this MOU, the City provides a Flexible Benefit Plan contribution increase to any recognized bargaining unit, the City and the Association agree to reopen negotiations for potential increases to Article VI-Fringe Benefits, Health and Welfare Benefits, the section on Flexible Benefit Plan, only.

Retiree Medical Benefit

Within the monthly contribution amounts, \$335 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 \$335 shall be the City's contribution toward retiree medical insurance coverage. There is no opt out value for retiree medical coverage. The parties intend that the entitlement to receive a retiree medical benefit of \$335 per month is a vested benefit for all employees hired by the City on or before June 30, 2017. 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.

Employees newly hired into this unit after August 31, 2022, shall, upon retirement from the City receive 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 will be \$151 in calendar year 2023).

Employees hired prior to January 1, 2006, who have opted out will continue to receive a \$650 contribution. Employees hired on/after January 1, 2006, shall receive the amount shown for the plan level in which they have enrolled. Those hired on/after January 1, 2006, who opt-out of all the City health plans will receive \$325 per month.

Employees who do not use the full amount of the Flexible Benefit contribution for optional benefits provided herein may elect to receive the remaining amount as taxable cash in the bi-weekly payroll, or to deposit the amount in a deferred compensation (457) plan.

Should the total cost of premiums for benefits selected under the Flexible Benefit Plan exceed the City's monthly contribution, the overage will be paid by the employee via pretax payroll deductions. The City will continue to pay the one-half percent (1/2%) administrative fee for the CalPERS Health Insurance Program medical insurance plan. If the administrative fee increases, the City shall meet and confer on the increase.

While participating in the CalPERS Health Plans during the term of this Agreement, should CalPERS or legislative acts redefine the designated contributions for retirees to include Flexible Benefit Plan contributions, the parties will meet and confer on an alternative method of funding active employee benefits.

At such time during the term of this Memorandum of Understanding that education reimbursement is considered a taxable benefit under Internal Revenue Service regulations, then education reimbursement shall be excluded as a Flexible Benefit Plan option.

Life Insurance

Based on the life insurance policy limitations the City shall provide each employee with a \$50,000 term life insurance policy. An employee may purchase additional (optional) life insurance coverage at his/her own expense, subject to the terms, conditions, and approval of the insurance carrier.

Long-Term Disability Insurance Plan (LTD)

The City shall provide Long-Term Disability Insurance benefits for all unit employees except initial-hire probationary employees during the term of this Memorandum of Understanding, as provided for in the City's LTD Plan document except as provided below in this section of this Article.

Effective for qualifying illnesses or injuries occurring after January 1, 2017, Long-Term Disability (LTD) benefits shall equal sixty-six and two-thirds percent (66-2/3%) of the first \$12,500 of the employee's basic monthly earnings, reduced by any deductible benefits as described in the Plan Document. For the purposes of this benefit, "basic monthly earnings" means the regular salary range step amount applicable to the affected employee (which includes POST, Assignment, and/or Bilingual compensation, if applicable), exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.

Section 125 Program

The City has implemented an Internal Revenue Section 125 program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of health care expenses or dependent care expenses, or both. Employees who choose to participate in the program shall pay all program administration costs and/or fees.

Retirement Health Savings Plan (RHSP)

A Police safety member of CalPERS who (1) retires from the City of Brea, and (2) has reached a cumulative age and length of service in CalPERS that would provide the

maximum retirement benefit (i.e., 90% of final compensation), shall have his/her unused sick leave bank at the time of separation, which would otherwise have provided additional retirement service credit, converted to a contribution to the RHSP. The amount of contribution will be calculated as the dollar value of the unused sick leave multiplied by the current CalPERS contribution rate for employer and employee at time of retirement.

All Police Association employees who retire or resign after a minimum of five (5) years of service to Brea and have an accumulated bank of unused paid leave other than sick leave shall have one hundred percent (100%) of the accumulated leave converted to an employer contribution to the RHSP. The amount of contribution shall be the employee's hourly rate of pay multiplied by the number of paid leave hours eligible under this provision.

During the term of this agreement the Association is free to convert from a Retirement Health Savings Plan to a Retiree Medical Trust as long as there is no cost to the City and the Association accepts all financial and other responsibilities associated with any change. The City agrees to assist with whatever ministerial duties are necessary for implementation.

All full-time employees will each contribute \$25 per month to the individual employee's Retirement Health Savings Plan. This amount may be changed from time to time by the Association.

RETIREMENT

California Public Employees' Retirement System (CalPERS)

All employees covered under this Agreement shall be members of the State of California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

Safety Employees- The CalPERS plan in effect for Safety Members hired before September 17, 2011, is the 3% @ 50 formula for Local Safety Members. The CalPERS plan in effect for unit members hired as safety employees on or after September 17, 2011, is the 2% @ 50 formula, except as noted below in the section titled "New Employees."

Employees hired as "Classic" safety employees under the CalPERS definition pay the twelve percent (12%) CalPERS employee retirement contribution.

Non-Safety Employees- The CalPERS plan in effect for non-safety members hired before January 1, 2013 is known as the 2% @ 55 formula for Local Miscellaneous Members.

Employees hired as "Classic" non-safety miscellaneous employees under the CalPERS definition shall pay the total seven percent (7%) employee CalPERS contribution.

New Employees- Unit safety members who are “new members” within the meaning of Government Code section 7522.04 are enrolled in the 2.7% at 57 (Government Code section 7522.25) Retirement formula.

Unit non-safety members who are “new members” within the meaning of Government Code section 7522.04 are enrolled in the 2% at 62 retirement formula (Government Code section 7522.20).

Unit employees who are “new employees” and/or “new members” as those terms are defined in Government Code section 7522.04 (as included within AB340) hired on and after January 1, 2013, shall individually pay an initial Member CalPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan in which said newly hired employee is enrolled, rounded to the nearest quarter of one percent (1%) (AB340 – Government Code section 7522.30).

Implementation of the above funding of the employee CalPERS contributions shall be accomplished by means of each affected employee incurring a payroll deduction each payroll period in the above amounts. Said payroll deductions shall be on a pre-tax basis pursuant to IRS Code section 414 (h) (2).

1959 Survivor Benefits- The CalPERS Retirement Plan has been amended to include the Fourth Level Survivor Benefit for unit employees. All employees shall pay one-hundred percent (100%) of the monthly cost for this benefit, in addition to the \$2 monthly cost for the Basic Level 1959 Survivor Benefit by means of a payroll deduction.

Single Highest Year- The City has amended its CalPERS contract to implement a single highest year benefit (one-year final compensation) amendment as to safety individuals employed by the City on or before May 17, 2011. All safety employees subject to the single highest year benefit shall fund that benefit in the amount of 1.62% of CalPERS reportable “compensation earnable.” Said funding shall be by means of a payroll deduction.

Unit members hired after May 17, 2011 shall be ineligible for the single highest year benefit.

Social Security

In the event the City and its employees are required to participate in the Federal Social Security Program, the contributions designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or “pick up” any portion thereof.

SERVICE CONNECTED INJURY OR ILLNESS

Industrial Leave

An employee of the City who sustains illness or injury arising out of his/her employment or in the course of his/her employment shall receive compensation, hospitalization benefits, surgical and/or medical attention, and if necessary, industrial injury leave in accordance with the provisions of California law.

Should it be determined that an employee's illness or injury did not arise out of his/her employment or in the course of his/her employment with the City, the employee's accrued, or if insufficient, future, sick leave shall be charged to reimburse the City for any payments made to the employee for industrial leave.

Sworn employees may be granted a maximum of one (1) year industrial leave pursuant to Labor Code Section 4850 for each injury or illness determined to be compensable under the Workers' Compensation Act.

Any employee who refuses an offer of work that is consistent with their restrictions while on industrial leave is required to continue using all available sick leave.

Vacation, holiday and sick leave shall accrue for an employee on industrial leave.

Expiration of Industrial Leave

Industrial leave shall expire when one of the following conditions occurs:

- A. The employee is able to return to a modified duty assignment and the City has such an assignment available.
- B. The employee is able to return to work to his/her regular position.
- C. The day the employee retires or separates.

Return to Work After Service Connected Illness or Injury

An employee claiming a service-connected injury or illness pursuant to the Labor Code of the State of California, as amended, may be required by the Human Resources Officer to submit a medical certificate signed by a duly-licensed physician, surgeon, or psychiatrist stating that the employee is capable of performing his/her duties or such of his/her duties as are enumerated in the certificate. The Human Resources Officer may require the employee to take an examination by a City designated physician, surgeon, or psychiatrist who shall make a report to the City as to the employee's ability to fully perform the duties and responsibilities of his/her position. In the event the certificate and reports enumerate less than all of the duties to which the employee may be assigned, the City may assign the employee duties and responsibilities which the City believes the employee is capable

of performing. In cases of disabling illness or injury, the Human Resources Officer, or Department Director shall assess the City's ability to provide reasonable accommodation.

WELLNESS PROGRAM

The City shall contribute a maximum of \$450 per fiscal year for each employee towards wellness and fitness programs for the employee, including any combination as provided hereinafter. Wellness expenses that are **not pre-approved** prior to incurring the expense may not be reimbursed. Pre-approval is not required for Body Scans and Chiropractic or Medical Care when all other requirements are met. For ongoing Cardiovascular & Strength Training programs, only one pre-approval is required per program, employees will not need to be pre-approved each year.

Voluntary Annual Medical Examination and Chiropractic Care- The wellness contribution shall be available to pay for medical insurance deductibles or other non-reimbursed medical expenses for a voluntary annual medical examination or for treatment by a chiropractor that is not covered by the employee's medical insurance plan. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Human Resources Officer, and must be accompanied by an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier.

Preventive or Diagnostic Heart, Stroke, and Body Scanning- The City contribution shall be available for reimbursement for the costs of preventive and diagnostic medical evaluations involving scientific scanning processes and similar non-invasive techniques, which are not reimbursable under the employee's medical insurance plan. Employees must provide an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier (i.e., denial of benefits).

Weight Reduction- The City contribution shall be available for reimbursement of registration and meeting expenses for weight reduction programs. All subsequent requests for reimbursement submitted to the Human Resources Officer must be accompanied by an itemized receipt for expenses incurred, as well as verification of continued participation/attendance. Employees will not be reimbursed for the cost of food or dietary supplements included in a weight reduction program.

Cardiovascular and Strength Training Programs- Employees shall be entitled to reimbursement for cardiovascular and weight training programs. Reimbursable expenses must be pre-approved by the Human Resources Manager prior to incurring the expense. All employee requests for reimbursement must be accompanied by an itemized receipt for expenses incurred showing the employee's name and dates of the covered enrollment period. Reimbursement will be made for the current program year only. If the employee

pays for more than one program year, they will receive reimbursement for the second program year twelve (12) months after the first reimbursement.

Fitness, Cardiovascular and Strength Training Equipment- Employees may be reimbursed for pre-approved equipment purchases by submitting proof of purchase and a signed statement that the equipment will be used by the employee for his/her personal fitness program.

Following are some examples of items that would and would not qualify for Cardiovascular & Strength Training Programs & Equipment. A more comprehensive list is available in Human Resources:

Cardio/Strength Training Program Examples:

Qualified expenses

- Gym membership
- Martial arts classes
- Personal trainer
- Yoga classes

Non-qualified expenses

- Dance classes
- Pool memberships
- Sports leagues (Hockey, football, etc.)
- Wii Fit

Cardio/Strength Training Equipment Examples

Qualified expenses

- Exercise machines (treadmill, elliptical, stationary bike, etc)
- Weights, weight benches
- Punching bags

Non-qualified expenses

- Bicycles
- Equipment floor mats
- Yoga Mats
- Gym clothes and shoes
- Pedometer
- Equipment warranties
- Exercise DVDs

The Wellness Program does not reimburse for examinations or procedures for cosmetic or non-medically necessary service. A committee consisting of two Association members, a member of Human Resources, a member of the City Manager's Office, and a member of police management, shall be established to review and consider revising the list of qualified equipment eligible for wellness reimbursement. Items to be considered for review are yoga mats, "smart watches" that contain health tracking capabilities (e.g., heart rate monitor, pedometer), app-based weight loss and fitness programs and percussive therapy devices. An employee can "trade" their wellness benefit for a one-year membership to the Brea Community Center gym.

Effective July 1, 2023, the current \$450 reimbursement provided to employees to use towards wellness and fitness will be increased to \$500 and will be authorized and paid without submitting for reimbursement and without pre-approval. Employees who are on the City's payroll on July 1 of each fiscal year shall receive their wellness allowance in the second pay period in July of each year.

ARTICLE VII – PROFESSIONAL DEVELOPMENT

Required Certifications

Employees shall be responsible for maintaining certifications required by Federal and State law (for certain employees these currently include first-aid and cardio-pulmonary

resuscitation) without additional compensation. The City agrees to provide and schedule a reasonable number of courses per year for employees to maintain individual certificates. Employees attending certification maintenance courses shall not receive call-back or overtime pay.

Education Reimbursement

The Education Reimbursement program is designed to encourage employees to continue their self-development by enrolling in approved coursework that will educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job and/or help prepare them for advancement to positions of greater responsibility with the City.

Eligibility

Courses must be: 1) related to the employee's current occupation; 2) related to a City classification to which the employee may reasonably expect promotion or 3) required for the completion of the pre-approved job-related major.

Education reimbursement monies shall only be applied to the verified cost of tuition, registration, course-related books, parking and laboratory fees for the approved education program.

Coursework as described herein must be completed at a college or university accredited by the Western Association of Schools and Colleges (WASC) or an equivalent accrediting organization. Tuition shall not be granted for on-line attendance or other attendances at what are referred to as "degree mills." For purposes of this MOU only, a "degree mill" is an organization that awards academic degrees and diplomas with substandard or no academic study and without recognition by official educational accrediting bodies. These degrees are often awarded based on vaguely construed life experience. Some such organizations claim accreditation by non-recognized/unapproved accrediting bodies set up for the purposes of providing a veneer of authenticity.

Reimbursement

Employees shall submit a request for Education Reimbursement to Human Resources a minimum of ten (10) days prior to the scheduled program start date and obtain written approval from Human Resources prior to enrolling for the desired course(s). The City will deny professional development and college course work that is deemed not to be job related. Proof of completion of the approved education program or college course work shall consist of a certificate of completion, or other verification of participation, or a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the approved program, requests for reimbursement may be submitted to Human Resources and must be accompanied by a receipt for all eligible expenses incurred.

Reimbursements from Other Sources

If an employee receives tuition payments or refunds for college-level course work from other sources, the City will contribute the difference between the amount the employee receives from the other source and the authorized costs incurred by the employee to the maximum amount cited in the Reimbursement Schedule below.

Reimbursement Schedule

Association members currently in progress of obtaining a degree under the terms and conditions of the 2017-2018 MOU shall be grandfathered in and continue with the reimbursement provisions contained in that MOU.

Effective July 1, 2019, the maximum lifetime amount of education reimbursement available to each non-grandfathered employee shall be \$12,000 for a bachelor's degree and \$12,000 for master's degree (or a total of \$24,000) obtainable on a reimbursable basis with proof of completion of the degree(s) and eligible expenses. If the employee has previously obtained a bachelor's degree prior to employment with the City, then they shall be eligible to receive the lifetime maximum of \$24,000 for a master's degree.

An employee may submit for a partial payment in January after the completion of fifty percent (50%) of the units required for the bachelor's or master's degree or with the attainment of an associates of arts degree. The maximum available for the partial payment shall be no more than \$5,000 based on reimbursement of eligible expenses. In January after completion of the bachelors' degree or master's degree, an employee may submit for reimbursement of eligible expenses for an additional \$5,000. The employee may request reimbursement of the remaining \$2,000 for eligible expenses in the month of January a minimum of one (1) year after completion of degree.

Any Association employee who voluntarily elects to separate from the City shall be required to reimburse the City for all tuition reimbursements received in the twenty-four (24) months preceding such separation, at the rate of 1/24th for each full month he/she separates prior to twenty-four (24) months.

Up to \$750 of the eligible annual amount may be used for non-college education, training and professional development programs. Requests for reimbursement for completed education programs will be paid for the twelve (12) month period (September 1 through August 31) in which the requests receive final approval by the Human Resources Manager.

ARTICLE VIII – OTHER PROVISIONS

Substance Abuse Policy

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected

employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

It is in the best interest of the City, the Association, employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the knowing use of any illegal substances or knowing misuse of a prescribed, or other intoxicating drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

The City pays for an Employee Assistance Program for employees who may have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

The City shall, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be unable to perform any portion of his/her job to submit to a medical examination on City time and at the City's expense, which includes drug or alcohol screening. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

The City shall provide training to employees and supervisors to assist them in detecting employees with possible drug or alcohol problems.

Use of Tobacco Products

Except as may be a necessary part of undercover work or for some other on-duty related need sanctioned by the Police Department, employees in sworn public safety classifications shall not smoke or use any tobacco products at any time while on or off duty.

All sworn employees hired prior to January 1, 1993 are exempt from the off-duty prohibitions of this article provided the employee completes a statement acknowledging their off-duty use of the tobacco product(s).

Violation of this section dealing with tobacco products may subject the employee to disciplinary action up to and including termination.

Firearms Qualifications

A sworn employee shall qualify at minimum shooting proficiency levels as established by the Police Chief. The Police Department shall assume responsibility for scheduling department shoot periods and, whenever possible, an employee shall qualify while on

duty. An employee not able to participate on-duty shall be allowed one (1) hour of overtime compensation at one and one-half (1.5) times the employee's regular rate of pay to qualify on the shooting range. The City shall furnish the ammunition necessary for a sworn employee to maintain minimum firearm qualification proficiency levels.

False Arrest Liability Insurance

The City shall provide each sworn police employee with false arrest liability insurance benefits to a maximum coverage as provided by the City's general liability policy. This shall be provided at no cost to the employee. The City shall retain the prerogative to establish, modify or delete specific insurance methods, companies and/or policies, but the established minimum coverage shall be maintained.

Meet and Confer Regarding New Positions

The City agrees to meet and confer on any newly budgeted sworn position to determine special assignment pay, as appropriate.

ARTICLE IX – LABOR MANAGEMENT RELATIONSHIP

CITY RIGHTS

The City reserves, retains, and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy.
- B. To determine the existence or non-existence of facts which are the basis of the Management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish Service.
- D. To determine the nature, manner, means, and technology, and extent of Service to be provided to the public.
- E. To determine methods of financing.
- F. To determine the types of equipment or technology to be used.

- G. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted.
- H. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- J. To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in departmental disciplinary procedure.
- M. To determine job classifications and to reclassify employees.
- N. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding.
- O. To determine policies, procedures, and standards for selection, training, and promotion of employees.
- P. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.
- R. To establish and promulgate and/or modify rules and regulations and to maintain order and safety in the City which are not in contravention with this Agreement.
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the contemplated exercise of Management's rights impact a significant number of employees of the bargaining unit, the City agrees to meet and confer in good faith with representatives of the Association regarding the impact prior to exercising such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

Dues and Association-Sponsored Insurance Premium Deductions

The City shall deduct from each Association member's paycheck regular and periodic Association dues and Association-sponsored insurance program premiums. Such deductions shall be made upon receipt by the City of a signed authorization card from the Association member. Deduction authorization cards shall be furnished by the Association.

Indemnification

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of actions, or lawsuits arising out of the deduction or transmittal of funds to the Association; except upon the intentional failure of the City to transmit to the Association funds deducted from the employees pursuant to this Article.

Use of City Facilities and email systems

The Association may distribute pamphlets, brochures, and membership cards on City premises only during non-working hours.

Association Meetings

The Association may hold meetings with its members on City property during non-working hours, provided:

- A. Such meetings shall not involve political campaigns or fund-raising events.
- B. The City may charge a reasonable fee to offset the cost for the use of City facilities.

Use of City Bulletin Boards and Email

Space shall be made available to the Association on departmental bulletin boards provided such use does not interfere with the needs of the department(s). The Association may use bulletin boards only for the following purposes:

- A. Notice of recreational, social, or other related events.
- B. Notice of scheduled Association meetings.
- C. Information concerning Association elections and the results thereof.
- D. Reports of official Association business, including Association newsletters, reports of committees and the Board of Directors of the Association.

- E. Any other written material which has been approved and initialed by the Human Resources Officer, or designee.

The Association shall be allowed to communicate matters of importance to its members through the City's email systems. Use of the email systems is subject to reasonable rules regarding decorum and language and all provisions of the City's policies regarding use of City owned electronic communications.

Payroll Deductions

The City agrees to payroll deductions based on signed statements of authorization in a form acceptable to the City from the affected employee for 1) Association dues; 2) credit union savings and obligations; 3) specified charity contributions; 4) deferred compensation; and 5) insurance premiums. The Association and employees agree to defend and hold the City harmless and indemnify the City against any claims, causes of action, lawsuits or liability arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit to the Association monies deducted from the employees pursuant to this Article.

Any employee in this Association who has authorized Association dues deductions shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Association dues by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be in writing and delivered in person or by U.S. certified mail. The Association will provide the City's Human Resources Division with written notification of the dues cancellations within ten (10) business days. The City shall process the changes the next full pay period following receipt by the City of the termination notice from the Association.

Association Notice

- A. The City shall notify the Association of a person hired into a position represented by the Association within thirty (30) days of that person's appointment.
- B. The City shall notify the Association in advance of new employee orientations for any employee hired into a position represented by the Association and permit no more than two Association representatives to attend the orientation and present information to the new hire on the benefits and manner of joining the Brea Police Association.
- C. At least every one hundred and twenty (120) days the City shall provide to the Association a list of employees in positions represented by it. For each such employee, the City shall also furnish the employee's job title; work, home, and mobile telephone numbers; and a personal email address

NO STRIKE - NO LOCKOUT

Prohibited Conduct

The Association, its officers, agents, representatives and/or members agree that they will not cause or condone any strike, walkout, slowdown, sick-out, or any other job action by withholding or refusing to perform Service.

The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Any employee who participates in any conduct prohibited in this section may be subject to disciplinary action up to and including termination.

In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in the "Association Responsibility" section of this Article, the City may suspend any and all of the rights, and privileges, accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to: suspension of recognition of the Association, grievance procedures, right of access, dues deduction, the use of the City's bulletin boards and facilities.

Association Responsibility

In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in the "Prohibited Conduct" section of this Article, the Association or its duly authorized representatives shall immediately instruct any employees engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and is unlawful, and they should immediately cease engaging in the prohibited conduct and return to work.

If the Association performs all of the responsibilities set forth in the paragraph immediately above of the "Association Responsibility" section of this Article, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement.

ARTICLE X – MOU CONTRACT PROVISIONS

ENTIRE MEMORANDUM OF UNDERSTANDING

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

EMERGENCY WAIVER PROVISION

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder or national emergency, the provisions of this Memorandum of Understanding or the Human Resources Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Human Resources Rules and policies.

SEVERABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall begin on January 1, 2023; its provisions shall be applicable as of the time the Memorandum of Understanding becomes legally effective pursuant to City Council action or such other effective date as specified in a particular provision; it shall pertain to employees who are unit employees on and after the date the Memorandum of Understanding becomes legally binding pursuant to City Council action; and the Memorandum of Understanding shall continue in full force and effect through June 30, 2027.

CITY OF BREA

Mayor

Dated: _____

Attest: City Clerk

Dated: _____

BREA POLICE ASSOCIATION



FOR

Alfons Kunze, BPA President

Dated: 12-1-22

By: _____

Dated: _____

EXHIBIT A

List of Represented Classifications

Civilian Investigator

Communications Supervisor

Crime Analyst

Crime Scene Investigator

Jailer

Parking Control Officer

Police Officer

Police Officer Recruit

Police Sergeant

Police Service Officer

Property and Evidence Technician

Public Safety Dispatcher I

Public Safety Dispatcher II

Senior Public Safety Dispatcher

EXHIBIT B

Non-Sworn Salary Tables

Effective:

July 9, 2022 – January 6, 2023
January 7, 2023 – January 5, 2024
January 6, 2024 – January 3, 2025
January 4, 2025 – January 2, 2026
January 3, 2026 – January 1, 2027
January 2, 2027 – June 30, 2027

EXHIBIT B

Salary Tables Effective 07/09/2022 – 01/06/2023

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$5,443.54	\$6,969.07
COMMUNICATIONS SUPERVISOR	\$6,806.20	\$8,713.61
CRIME ANALYST	\$6,063.59	\$7,762.89
CRIME SCENE INVESTIGATOR	\$5,859.15	\$7,501.16
JAILER	\$4,610.13	\$5,902.09
PARKING CONTROL OFFICER	\$4,175.79	\$5,346.04
POLICE OFFICER RECRUIT	\$6,534.87	\$6,534.87
POLICE SERVICE OFFICER	\$4,593.66	\$5,881.02
PROPERTY AND EVIDENCE TECHNICIAN	\$4,607.61	\$5,898.88
PUBLIC SAFETY DISPATCHER I	\$4,677.52	\$5,988.37
PUBLIC SAFETY DISPATCHER II	\$5,146.31	\$6,588.54
SENIOR PUBLIC SAFETY DISPATCHER	\$5,660.91	\$7,247.36

Salary Tables Effective 01/07/2023 – 01/05/2024

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$5,987.89	\$7,665.97
COMMUNICATIONS SUPERVISOR	\$7,486.82	\$9,584.97

CRIME ANALYST	\$6,669.95	\$8,539.17
CRIME SCENE INVESTIGATOR	\$6,445.07	\$8,251.27
JAILER	\$5,071.14	\$6,492.30
PARKING CONTROL OFFICER	\$4,593.37	\$5,880.64
POLICE OFFICER RECRUIT	\$7,188.36	\$7,188.36
POLICE SERVICE OFFICER	\$5,053.03	\$6,469.12
PROPERTY AND EVIDENCE TECHNICIAN	\$5,068.38	\$6,488.77
PUBLIC SAFETY DISPATCHER I	\$5,145.27	\$6,587.21
PUBLIC SAFETY DISPATCHER II	\$5,660.94	\$7,247.39
SENIOR PUBLIC SAFETY DISPATCHER	\$6,227.00	\$7,972.09

Salary Tables Effective 01/06/2024 – 01/03/2025

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$6,167.53	\$7,895.95
COMMUNICATIONS SUPERVISOR	\$7,711.43	\$9,872.52
CRIME ANALYST	\$6,870.05	\$8,795.35
CRIME SCENE INVESTIGATOR	\$6,638.42	\$8,498.81
JAILER	\$5,223.27	\$6,687.07
PARKING CONTROL OFFICER	\$4,731.17	\$6,057.06
POLICE OFFICER RECRUIT	\$7,404.01	\$7,404.01
POLICE SERVICE OFFICER	\$5,204.62	\$6,663.19

PROPERTY AND EVIDENCE TECHNICIAN	\$5,220.43	\$6,683.43
PUBLIC SAFETY DISPATCHER I	\$5,299.63	\$6,784.82
PUBLIC SAFETY DISPATCHER II	\$5,830.77	\$7,464.81
SENIOR PUBLIC SAFETY DISPATCHER	\$6,413.81	\$8,211.26

Salary Tables Effective 01/04/2025 – 01/02/2026

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$6,352.55	\$8,132.83
COMMUNICATIONS SUPERVISOR	\$7,942.77	\$10,168.70
CRIME ANALYST	\$7,076.15	\$9,059.21
CRIME SCENE INVESTIGATOR	\$6,837.57	\$8,753.77
JAILER	\$5,379.97	\$6,887.68
PARKING CONTROL OFFICER	\$4,873.10	\$6,238.77
POLICE OFFICER RECRUIT	\$7,626.13	\$7,626.13
POLICE SERVICE OFFICER	\$5,360.76	\$6,863.09
PROPERTY AND EVIDENCE TECHNICIAN	\$5,377.04	\$6,883.93
PUBLIC SAFETY DISPATCHER I	\$5,458.61	\$6,988.37
PUBLIC SAFETY DISPATCHER II	\$6,005.69	\$7,688.76
SENIOR PUBLIC SAFETY DISPATCHER	\$6,606.23	\$8,457.59

Salary Tables Effective 01/03/2026 – 01/01/2027

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$6,479.60	\$8,295.49
COMMUNICATIONS SUPERVISOR	\$8,101.63	\$10,372.07
CRIME ANALYST	\$7,217.67	\$9,240.39
CRIME SCENE INVESTIGATOR	\$6,974.33	\$8,928.85
JAILER	\$5,487.57	\$7,025.44
PARKING CONTROL OFFICER	\$4,970.57	\$6,363.55
POLICE OFFICER RECRUIT	\$7,778.66	\$7,778.66
POLICE SERVICE OFFICER	\$5,467.97	\$7,000.35
PROPERTY AND EVIDENCE TECHNICIAN	\$5,484.58	\$7,021.61
PUBLIC SAFETY DISPATCHER I	\$5,567.79	\$7,128.13
PUBLIC SAFETY DISPATCHER II	\$6,125.80	\$7,842.53
SENIOR PUBLIC SAFETY DISPATCHER	\$6,738.35	\$8,626.74

Salary Tables Effective 01/02/2027 – 06/30/2027

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
CIVILIAN INVESTIGATOR	\$6,544.40	\$8,378.44
COMMUNICATIONS SUPERVISOR	\$8,182.64	\$10,475.79
CRIME ANALYST	\$7,289.85	\$9,332.80
CRIME SCENE INVESTIGATOR	\$7,044.07	\$9,018.14

JAILER	\$5,542.45	\$7,095.69
PARKING CONTROL OFFICER	\$5,020.27	\$6,427.18
POLICE OFFICER RECRUIT	\$7,856.44	\$7,856.44
POLICE SERVICE OFFICER	\$5,522.65	\$7,070.35
PROPERTY AND EVIDENCE TECHNICIAN	\$5,539.43	\$7,091.83
PUBLIC SAFETY DISPATCHER I	\$5,623.46	\$7,199.42
PUBLIC SAFETY DISPATCHER II	\$6,187.06	\$7,920.96
SENIOR PUBLIC SAFETY DISPATCHER	\$6,805.73	\$8,713.01

EXHIBIT C

Sworn Salary Tables

Effective:

July 9, 2022 – January 6, 2023
January 7, 2023 – January 5, 2024
January 6, 2024 – January 3, 2025
January 4, 2025 – January 2, 2026
January 3, 2026 – January 1, 2027
January 2, 2027 – June 30, 2027

EXHIBIT C

Salary Tables Effective 07/09/2022 – 01/06/2023

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER	\$6,965.97	\$8,918.15
POLICE SERGEANT	\$9,002.92	\$11,525.95

Salary Tables Effective 01/07/2023 – 01/05/2024

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER	\$7,662.56	\$9,809.96
POLICE SERGEANT	\$9,903.21	\$12,678.55

Salary Tables Effective 01/06/2024 – 01/03/2025

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER	\$7,892.44	\$10,104.26
POLICE SERGEANT	\$10,200.31	\$13,058.90

Salary Tables Effective 01/04/2025 – 01/02/2026

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER	\$8,129.21	\$10,407.39
POLICE SERGEANT	\$10,506.32	\$13,450.67

Salary Tables Effective 01/03/2026 – 01/01/2027

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER	\$8,291.80	\$10,615.54
POLICE SERGEANT	\$10,716.44	\$13,719.68

Salary Tables Effective 01/02/2027 – 06/30/2027

<u>JOB CLASS TITLE</u>	(MONTHLY)	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
POLICE OFFICER	\$8,374.72	\$10,721.69
POLICE SERGEANT	\$10,823.61	\$13,856.88

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City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: Monthly Report of Cash and Investments for the City of Brea for Period Ended September 30, 2022

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 September 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 September 30, 2022, the total market value of the managed investment portfolio, including accrued interest, was \$93,504,326.36 as compared to \$95,108,275.80 at August 31, 2022. The weighted average investment yield for September 30, 2022 was 1.55%, which was slightly higher than the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$2,535,980.70 at September 30, 2022. This brings the total value of the City's investment portfolio as of September 30, 2022 to \$96,040,307.06 as compared to \$98,140,705.57 at August 31, 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 September 30, 2022, the market value of the PARS account, including short-term cash and accrued interest was \$9,111,551.02 compared to \$9,752,337.86 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest, was \$691,022.07 in comparison to \$1,335,756.01 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 September, the total value of the City's investment portfolio decreased by \$2,100,398.51. The decrease was primarily due to market rate adjustments and operating expenditures incurred during the month. The City's PARS account decreased by \$640,786.84 due to market rate adjustments. The City's bond reserve accounts decreased by \$644,733.94 due to debt service payments for the 2017 Brea Plaza Public Improvements CFD Bonds and the 2019 Olinda Ranch Public Improvements CFD Bonds.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Anthony Godoy, Management Analyst II
Concurrence: Kristin Griffith, Director of Administrative Services
Monica Lo, Deputy Director of Administrative Services

Attachments

Attachment A

City of Brea
Cash and Investment Information
September 30, 2022

		Book Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 3,741,251.47	\$ 3,741,251.47
Local Agency Investment Fund	LAIF	\$ 2,515,515.17	\$ 2,535,980.70
Managed Investment Portfolio - CHANDLER	Chandler/BNY	\$ 99,582,367.76	\$ 93,504,326.36
PARS Post-Employment Benefits Trust**	Highmark/US Bank	\$ 9,724,466.12	\$ 9,111,551.02
<u>Fiscal Agent Cash & Investments**</u>			
2010 Lease Revenue Bonds	Chandler/BNY	\$ -	\$ -
2014 Downtown Brea Public Improvements CFD Bonds (CFD 1996-1)	Chandler/BNY	\$ -	\$ -
2014 Water Revenue Bonds	Chandler/BNY	\$ 123.86	\$ 123.86
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 675,492.88	\$ 645,874.07
2019 Olinda Ranch Public Improvements CFD Bonds (CFD 1997-1)	Chandler/BNY	\$ 167.23	\$ 167.23
2019 Water Revenue Bonds	Chandler/BNY	\$ 371.45	\$ 371.45
2020 Water Revenue Refunding Bonds	Chandler/BNY	\$ 85.46	\$ 85.46
2021 Lease Revenue Refunding Bonds	Chandler/BNY	\$ 44,400.00	\$ 44,400.00
Sub-total - Fiscal Agent Cash & Investments		\$ 720,640.88	\$ 691,022.07
Report Grand Total		\$ 116,284,241.40	\$ 109,584,131.62

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea
Cash and Investment Information
September 30, 2022

Fiscal Agent Cash & Investments Detail		Book Value	Market Value
10129	2010 Lease Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ -	\$ -
	Sub-total	\$ -	\$ -
	2014 Downtown Brea Public Improvements CFD Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ -	\$ -
	Sub-total	\$ -	\$ -
	2014 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 123.86	\$ 123.86
	Sub-total	\$ 123.86	\$ 123.86
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - CHANDLER	\$ 675,255.60	\$ 645,636.79
	Short-Term Treasury Funds - BNY	\$ 237.28	\$ 237.28
	Sub-total	\$ 675,492.88	\$ 645,874.07
	2019 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 167.23	\$ 167.23
	Sub-total	\$ 167.23	\$ 167.23
	2019 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 371.45	\$ 371.45
	Sub-total	\$ 371.45	\$ 371.45
	2020 Water Revenue Refunding Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 85.46	\$ 85.46
	Sub-total	\$ 85.46	\$ 85.46
	2021 Lease Revenue Refunding Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 44,400.00	\$ 44,400.00
	Sub-total	\$ 44,400.00	\$ 44,400.00
Report Grand Total		\$ 720,640.88	\$ 691,022.07

City of Brea
Accounting of Cash Receipts, Disbursements and Balances
For the Month of September 2022

Fund	Fund Name	Cash Balance 08/31/2022 ¹	Cash Receipts ²	Cash Disbursements ²	Cash Adjustment	Cash Balance 09/30/2022 ¹
110	GENERAL FUND	14,040,063.64	4,766,562.34	(5,214,333.98)		13,592,292.00
120	GENERAL MAINTENANCE PLAN	1,434,555.48	4,764.57	-		1,439,320.05
130	BREA WAR MEMORIAL	13,941.30	700.00	-		14,641.30
140	CBED FUND	6,367,244.03	-	-		6,367,244.03
150	OPEB FUND	385,829.84	84,638.00	(84,725.20)		385,742.64
172	PUBLIC SAFETY AUG-PROP172	733,532.86	48,243.39	(1,318.51)		780,457.74
173	SUPPL LAW ENF SVC - COPS	121,227.95	-	(8,333.00)		112,894.95
174	PARAMEDIC SERVICES	879,618.83	157,983.59	(527,258.09)		510,344.33
181	EQUIP REPL FUND-BCC	990,192.91	13,917.00	-		1,004,109.91
182	FIXED ASSET REPL FUND	4,393,254.78	75,000.00	-		4,468,254.78
220	GAS TAX	1,675,097.57	114,396.29	(37,500.00)		1,751,993.86
221	ROAD MAINTENANCE & REPAIR	1,950,549.84	86,400.04	-		2,036,949.88
230	NARC ENF ASSET SEIZ - FED	-	-	-		-
231	NARC ENF ASSET SEIZ-TREAS	546,447.53	-	(5,250.00)		541,197.53
240	AIR QUALITY IMPROV FEES	476,597.57	14,845.45	(323,978.12)		167,464.90
250	PARK DEVELOPMENT	2,503,594.39	-	-		2,503,594.39
260	MEASURE M TRANSPORT TAX	1,373,603.08	243,471.14	(113.00)		1,616,961.22
270	AFFORDABLE HOUSING TRUST	3,409,693.42	-	(2,540.00)		3,407,153.42
280	HOUSING PROGRAMS & SERVIC	5,604,162.44	13,970.72	(17,199.77)		5,600,933.39
290	COMM DEV BLK GRANT (CDBG)	(244,058.98)	-	(1,475.00)		(245,533.98)
341	LNDSP & LGT MAINT DIST #1	2,239.18	2.08	(6,399.85)		(4,158.59)
342	LIGHTING MAINT DIST #2	36,678.16	1.04	(419.82)		36,259.38
343	LNDSP & LTG MAINT DIST #3	76,315.98	2.08	(4,042.40)		72,275.66
344	LIGHTING MAINT DIST #4	18,746.35	-	(139.41)		18,606.94
345	LNDSP & LTG MAINT DIST #5	78,685.74	3.12	(7,561.77)		71,127.09
346	LNDSP & LTG MAINT DIST #6	104,666.70	2.08	(7,868.26)		96,800.52
347	LNDSP & LTG MAINT DIST #7	(674.55)	1.04	(1,830.65)		(2,504.16)
360	CFD-BLACKSTONE (2008-1)	2,066,959.02	122.43	(62,510.45)		2,004,571.00
361	CFD-LA FLORESTA (2011-1)	281,467.28	134.62	(38,049.36)		243,552.54
362	CFD-TAYLOR MORR (2013-1)	143,141.02	14.64	(3,900.98)		139,254.68
363	CFD-CENTRAL PARK VILLAGE	179,686.92	40.98	(10,248.33)		169,479.57
410	URBAN RUNOFF FUND	721,967.43	39,970.43	(22,453.62)		739,484.24
420	WATER UTILITY	17,071,128.69	2,474,129.92	(1,161,414.35)		18,383,844.26
430	SEWER UTILITY	5,622,903.69	213,186.82	(156,942.65)		5,679,147.86
440	SANITATION & ST SWEEPING	419,977.39	319,624.20	(335,197.49)		404,404.10
460	IT EXTERNAL SERVICES	352,177.24	94,983.75	(72,040.16)		375,120.83
465	GOLF COURSE	2,243,586.10	356,131.20	(339,608.51)		2,260,108.79
470	RISK MANAGEMENT	7,262,122.23	471,913.46	(259,551.72)		7,474,483.97
475	INFORMATION TECHNOLOGY	1,293,502.72	221,311.22	(198,035.28)		1,316,778.66
480	EQUIP & VEHICLE MAINT	3,092,049.19	250,284.01	(202,691.22)		3,139,641.98
490	BUILDING OCCUPANCY	1,582,136.36	243,153.98	(137,363.87)		1,687,926.47
510	CAPITAL IMPROVEMENT	2,213,107.05	-	(134,762.36)		2,078,344.69
540	IMPACT FEES - TRAFFIC	5,452,468.09	-	(5,025.65)		5,447,442.44
541	IMPACT FEES - WATER	1,113,888.65	-	-		1,113,888.65
542	IMPACT FEES - FIRE	622,203.27	-	(767.00)		621,436.27
543	IMPACT FEES - DISPATCH	25,092.00	-	-		25,092.00
550	STORM DRAIN CONSTRUCTION	351,351.57	-	-		351,351.57
560	CAPITAL & MITIGATION IMPR	3,804,467.55	4,667.00	-		3,809,134.55
630	REDEV SUPPORT AREA AB	(3,024.04)	-	-		(3,024.04)
810	PARS POST EMPLOY BENEFIT	-	-	-		-
830	SPEC DEPOSITS-REFUNDABLE	297,736.41	9,700.00	(11,600.00)		295,836.41
840	DEVELOPMENT	1,142,727.69	294,082.94	(152,149.26)		1,284,661.37
845	MIDBURY ASSESSMENT AUTHOR	-	-	-		-
865	HILLSIDE OPEN SPACE ED C	583,004.17	-	-		583,004.17
875	COMM FAC DISTRICT 08-2	81,875.45	2.52	(1,821.94)		80,056.03
880	COMM FAC DISTRICT 96-1	(4,287.82)	-	-		(4,287.82)
890	COMM FAC DISTRICT 97-1	94,792.96	6.28	(6,917.94)		87,881.30
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	(131,530.23)	74,987.50	(97,572.47)	(154,115.20)
951	ILJAOC - REPLACEMENT	(70,602.67)	-	-	(70,602.67)
952	ILJAOC - GRANTS		-	-	-
960	OCCMA	80,338.78	7,420.00	(7,376.21)	80,382.57
Subtotal of Cash and Investments Held in City Funds		104,874,287.35	10,700,771.87	(9,670,287.65)	- 105,904,771.57

DEDUCT

930	CASH HELD AS INVESTMENTS	(102,654,754.14)	500,080.97	(8,846.93)	(102,163,520.10)
		2,219,533.21	11,200,852.84	(9,679,134.58)	

Cash Balance per General Ledger as of 09/30/22 **\$ 3,741,251.47**

Reconciliation of Cash Held As Investments in Fund 930		Balance 9/30/2022
	Investments Held in LAIF	2,515,515.17
	Investments Held (at Par) - Chandler	99,364,024.86
	Unallocated Interest Earnings	65,637.17
	Investment Premiums / Discounts	218,342.90
Investment Balances held in Fund 930		\$ 102,163,520.10

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.



City of Brea Laif

Account #10164

Portfolio Summary

As of September 30, 2022

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	1.60%
Average Purchase YTM	1.60%
Average Market YTM	1.60%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 8/31/22	End Values as of 9/30/22
Market Value	3,015,515	2,515,515
Accrued Interest	16,915	20,466
Total Market Value	3,032,430	2,535,981
Income Earned	7,360	3,551
Cont/WD		-500,000
Par	3,015,515	2,515,515
Book Value	3,015,515	2,515,515
Cost Value	3,015,515	2,515,515

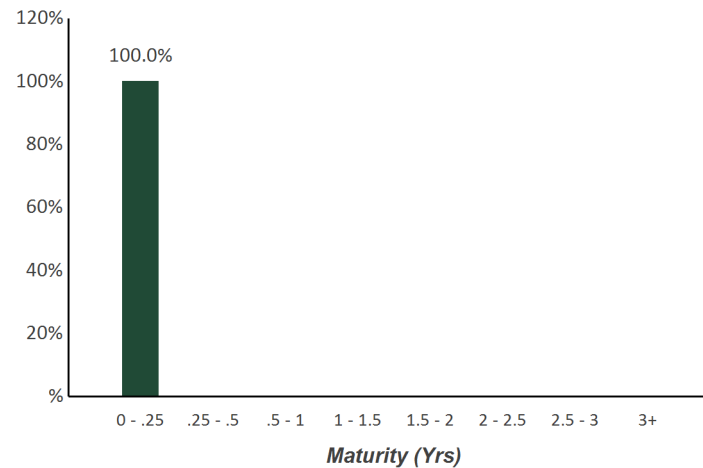
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

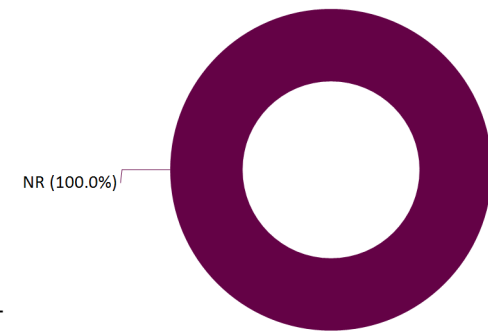
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/28/2012
City of Brea Laif	0.12%	0.35%	0.61%	0.67%	0.54%	0.93%	1.39%	0.91%	N/A



City of Brea Laif

Account #10164

Holdings Report

As of September 30, 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
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	2,515,515.17	Various 1.60%	2,515,515.17 2,515,515.17	1.00 1.60%	2,515,515.17 20,465.53	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		2,515,515.17	1.60%	2,515,515.17 2,515,515.17	1.60%	2,515,515.17 20,465.53	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		2,515,515.17	1.60%	2,515,515.17 2,515,515.17	1.60%	2,515,515.17 20,465.53	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						2,535,980.70			

Transaction Ledger

As of September 30, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	09/22/2022	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Subtotal			500,000.00				500,000.00	0.00	500,000.00	0.00
TOTAL DISPOSITIONS			500,000.00				500,000.00	0.00	500,000.00	0.00

Income Earned
As of September 30, 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
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	Various	3,015,515.17	16,914.60	0.00	3,550.93
		Various	0.00	0.00	0.00	
		2,515,515.17	500,000.00	20,465.53	0.00	
			2,515,515.17	3,550.93	3,550.93	
			3,015,515.17	16,914.60	0.00	3,550.93
			0.00	0.00	0.00	
			500,000.00	20,465.53	0.00	
		2,515,515.17	2,515,515.17	3,550.93	3,550.93	
Total Local Agency Investment Fund		2,515,515.17	2,515,515.17	3,550.93	3,550.93	3,550.93
			3,015,515.17	16,914.60	0.00	3,550.93
			0.00	0.00	0.00	
			500,000.00	20,465.53	0.00	
		2,515,515.17	2,515,515.17	3,550.93	3,550.93	
TOTAL PORTFOLIO		2,515,515.17	2,515,515.17	3,550.93	3,550.93	3,550.93

Cash Flow Report

As of September 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/17/2022	Dividend	90LAIF\$00	637,121,792.89	Local Agency Investment Fund State Pool	0.00	20,866.67	20,866.67
OCT 2022					0.00	20,866.67	20,866.67
TOTAL					0.00	20,866.67	20,866.67



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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 September 30, 2022

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.42
Average Coupon	1.72%
Average Purchase YTM	1.55%
Average Market YTM	4.47%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.71 yrs
Average Life	2.55 yrs

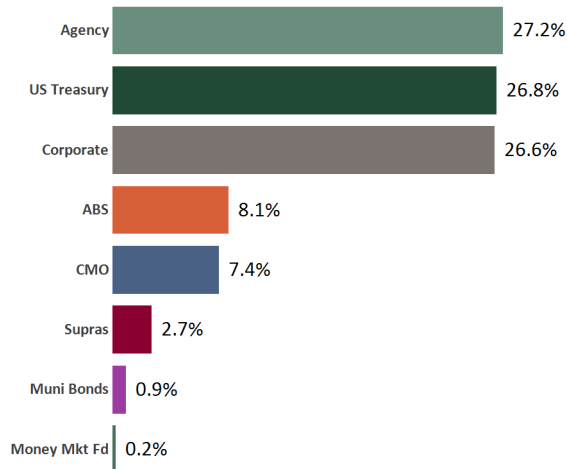
ACCOUNT SUMMARY

	Beg. Values as of 8/31/22	End Values as of 9/30/22
Market Value	94,696,868	93,130,918
Accrued Interest	411,408	373,408
Total Market Value	95,108,276	93,504,326
Income Earned	125,016	128,449
Cont/WD		0
Par	99,191,598	99,364,025
Book Value	99,439,999	99,582,368
Cost Value	99,776,292	99,950,658

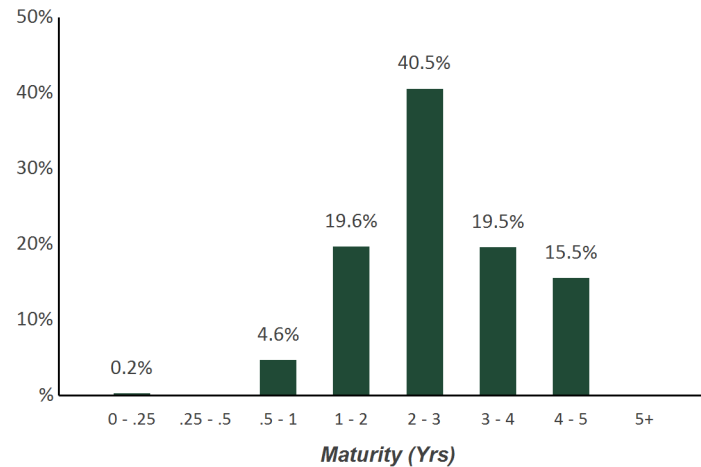
TOP ISSUERS

Government of United States	26.8%
Federal Home Loan Mortgage Corp	15.5%
Federal National Mortgage Assoc	13.6%
Federal Home Loan Bank	5.5%
Toyota Motor Corp	2.0%
Inter-American Dev Bank	1.8%
Bank of America Corp	1.8%
JP Morgan Chase & Co	1.8%
Total	68.8%

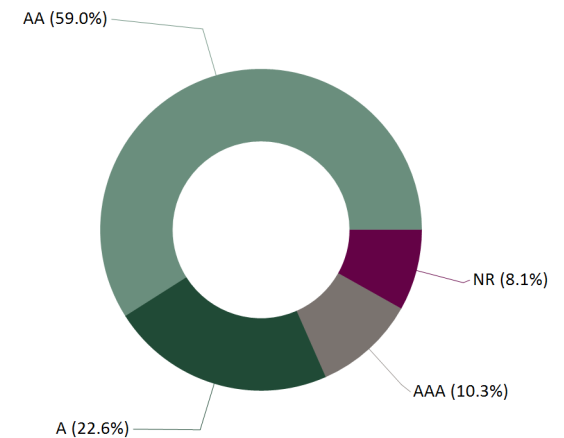
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized								
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	4/30/1996
City of Brea	-1.69%	-2.00%	-6.03%	-6.68%	-3.41%	-0.76%	0.58%	0.85%	3.32%
ICE BofA 1-5 Yr US Treasury & Agency Index*	-1.70%	-2.28%	-6.14%	-6.78%	-3.63%	-0.97%	0.39%	0.62%	2.98%
ICE BofA 1-5 Yr AAA-A US Corp & Govt Index	-1.77%	-2.26%	-6.26%	-6.91%	-3.64%	-0.95%	0.44%	0.71%	N/A

*ICE BofA 1-Yr US Treasury Bill Index to 9/30/01



Statement of Compliance

As of September 30, 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 September 30, 2022

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$99,439,999.06
<u>Acquisition</u>		
+ Security Purchases	\$1,925,095.70	
+ Money Market Fund Purchases	\$550,993.33	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$2,476,089.03
<u>Dispositions</u>		
- Security Sales	\$1,468,945.31	
- Money Market Fund Sales	\$449,302.04	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$379,264.47	
Total Dispositions		\$2,297,511.82
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$12,128.36)	
		(\$12,128.36)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	(\$24,080.15)	
		(\$24,080.15)
ENDING BOOK VALUE		\$99,582,367.76

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$90,964.85
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$1,468,945.31	
Accrued Interest Received	\$8,743.21	
Interest Received	\$171,247.78	
Dividend Received	\$481.08	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$379,264.47	
Total Acquisitions	\$2,028,681.85	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$1,925,095.70	
Accrued Interest Paid	\$1,894.86	
Total Dispositions	\$1,926,990.56	
ENDING BOOK VALUE		\$192,656.14



City of Brea

Account #120

Holdings Report

As of September 30, 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
ABS									
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	37,021.18	08/20/2019 1.79%	37,020.88 37,021.18	99.89 3.58%	36,980.27 29.29	0.04% (40.91)	Aaa / AAA NR	0.87 0.06
58769EAC2	Mercedes-Benz Auto Lease Trust 2020- B A3 0.4% Due 11/15/2023	141,692.22	09/15/2020 0.40%	141,685.04 141,691.32	99.48 3.67%	140,954.43 25.19	0.15% (736.89)	NR / AAA AAA	1.13 0.16
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	15,838.09	07/16/2019 2.23%	15,834.73 15,837.17	99.88 3.61%	15,819.56 15.56	0.02% (17.61)	Aaa / NR AAA	1.21 0.08
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	62,609.82	10/01/2019 1.95%	62,604.99 62,608.16	99.77 3.38%	62,463.62 37.11	0.07% (144.54)	NR / AAA AAA	1.56 0.16
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	217,292.13	Various 1.71%	218,362.79 217,744.95	99.62 3.76%	216,469.68 186.39	0.23% (1,275.27)	Aaa / AAA NR	1.79 0.21
43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	123,988.04	05/18/2020 0.83%	123,978.27 123,983.81	99.54 1.94%	123,414.84 45.19	0.13% (568.97)	Aaa / AAA NR	1.79 0.41
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	165,688.61	03/04/2020 1.11%	165,678.49 165,684.33	99.01 4.14%	164,044.98 81.00	0.18% (1,639.35)	Aaa / NR AAA	1.88 0.32
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	306,648.06	09/22/2020 0.38%	306,603.01 306,631.81	97.82 4.54%	299,967.43 40.97	0.32% (6,664.38)	NR / AAA AAA	2.05 0.52
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	640,000.00	08/10/2021 0.39%	639,991.30 639,995.32	96.64 4.56%	618,509.44 76.27	0.66% (21,485.88)	NR / AAA AAA	2.06 0.81
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	106,866.12	07/14/2020 0.52%	106,849.83 106,860.09	98.05 4.85%	104,783.83 24.22	0.11% (2,076.26)	Aaa / NR AAA	2.13 0.45
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	585,000.00	Various 1.49%	576,896.37 579,008.08	97.15 4.51%	568,318.73 32.18	0.61% (10,689.35)	Aaa / NR AAA	2.24 0.68
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	234,382.55	10/06/2020 0.36%	234,338.89 234,359.05	98.07 4.58%	229,851.47 36.46	0.25% (4,507.58)	NR / AAA AAA	2.30 0.46
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	571,959.41	08/04/2020 0.48%	571,839.30 571,895.98	98.46 4.20%	563,164.39 82.14	0.60% (8,731.59)	Aaa / NR AAA	2.39 0.41
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	505,000.00	02/15/2022 1.91%	504,995.66 504,996.87	96.55 4.71%	487,586.09 293.18	0.52% (17,410.78)	Aaa / NR AAA	2.47 1.24



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	300,000.00	01/11/2022 1.11%	299,955.15 299,969.52	96.29 4.76%	288,859.50 55.00	0.31% (11,110.02)	NR / AAA AAA	2.48 1.02
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	200,485.74	02/17/2021 0.27%	200,482.07 200,483.98	97.08 4.95%	194,637.37 15.04	0.21% (5,846.61)	Aaa / NR AAA	2.56 0.62
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	374,971.87	10/20/2020 0.39%	374,885.52 374,935.90	97.55 4.60%	365,776.06 63.33	0.39% (9,159.84)	NR / AAA AAA	2.62 0.58
89240BAC2	Toyota Auto Receivables Owners 2021- A A3 0.26% Due 5/15/2025	684,563.66	02/02/2021 0.27%	684,436.60 684,504.01	97.43 4.30%	666,993.65 79.11	0.71% (17,510.36)	Aaa / NR AAA	2.62 0.63
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	400,000.00	04/20/2021 0.38%	399,957.92 399,977.62	96.68 4.59%	386,706.40 67.56	0.41% (13,271.22)	NR / AAA AAA	2.96 0.79
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	305,000.00	11/16/2021 0.89%	304,935.71 304,952.58	94.61 4.70%	288,564.47 74.56	0.31% (16,388.11)	Aaa / NR AAA	3.31 1.43
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	385,000.00	07/13/2021 0.52%	384,965.66 384,976.92	94.50 4.71%	363,835.01 88.98	0.39% (21,141.91)	Aaa / NR AAA	3.46 1.33
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	285,000.00	11/09/2021 0.71%	284,993.93 284,995.57	94.72 4.62%	269,962.26 89.93	0.29% (15,033.31)	NR / AAA AAA	3.54 1.37
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	220,000.00	11/09/2021 0.75%	219,950.90 219,964.42	94.36 4.93%	207,601.02 72.36	0.22% (12,363.40)	NR / AAA AAA	3.62 1.37
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	495,000.00	02/15/2022 1.89%	494,925.55 494,939.47	95.03 4.81%	470,401.47 413.60	0.50% (24,538.00)	Aaa / AAA NR	3.62 1.73
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	235,000.00	10/13/2021 0.68%	234,994.01 234,995.67	94.24 5.04%	221,467.06 66.58	0.24% (13,528.61)	Aaa / AAA NR	3.96 1.34
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	200,000.00	01/11/2022 1.27%	199,982.62 199,986.27	95.13 4.79%	190,267.40 105.00	0.20% (9,718.87)	NR / AAA AAA	4.13 1.40



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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
Total ABS		7,799,007.50	0.85%	7,791,145.19 7,793,000.05	4.49%	7,547,400.43 2,196.20	8.07% (245,599.62)	Aaa / AAA AAA	2.66 0.86
AGENCY									
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	1,560,000.00	05/05/2020 0.39%	1,559,344.80 1,559,870.52	97.79 4.16%	1,525,550.52 2,372.50	1.63% (34,320.00)	Aaa / AA+ AAA	0.59 0.58
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	1,025,000.00	08/19/2020 0.28%	1,023,954.50 1,024,688.64	96.54 4.21%	989,558.58 263.37	1.06% (35,130.06)	Aaa / AA+ AAA	0.90 0.88
3135G0U43	FNMA Note 2.875% Due 9/12/2023	1,500,000.00	06/21/2019 1.89%	1,559,805.00 1,513,427.99	98.59 4.41%	1,478,845.50 2,276.04	1.58% (34,582.49)	Aaa / AA+ AAA	0.95 0.92
3135G06H1	FNMA Note 0.25% Due 11/27/2023	1,610,000.00	11/23/2020 0.29%	1,608,164.60 1,609,293.95	95.55 4.22%	1,538,401.69 1,386.39	1.65% (70,892.26)	Aaa / AA+ AAA	1.16 1.13
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,075,000.00	Various 2.74%	1,106,057.50 1,082,515.34	98.80 4.42%	1,062,049.48 11,388.28	1.15% (20,465.86)	Aaa / AA+ AAA	1.19 1.14
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,500,000.00	04/29/2019 2.37%	1,500,105.00 1,500,031.01	97.22 4.39%	1,458,373.50 2,276.04	1.56% (41,657.51)	Aaa / AA+ NR	1.44 1.39
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	06/18/2019 1.96%	1,564,890.20 1,522,152.42	97.52 4.40%	1,462,732.50 12,817.70	1.58% (59,419.92)	Aaa / AA+ NR	1.71 1.63
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	1,200,000.00	09/13/2019 1.79%	1,262,028.00 1,224,246.69	97.26 4.35%	1,167,090.00 1,725.00	1.25% (57,156.69)	Aaa / AA+ AAA	1.96 1.87
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,755,000.00	Various 1.49%	1,765,434.95 1,759,613.44	94.91 4.25%	1,665,709.11 13,150.32	1.80% (93,904.33)	Aaa / AA+ AAA	2.04 1.96
3135G0X24	FNMA Note 1.625% Due 1/7/2025	1,875,000.00	Various 1.47%	1,888,349.75 1,881,250.50	94.36 4.26%	1,769,206.88 7,109.38	1.90% (112,043.62)	Aaa / AA+ AAA	2.27 2.18
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	1,920,000.00	02/13/2020 1.52%	1,918,521.60 1,919,299.28	93.94 4.22%	1,803,576.96 3,920.00	1.93% (115,722.32)	Aaa / AA+ AAA	2.37 2.28
3135G03U5	FNMA Note 0.625% Due 4/22/2025	1,510,000.00	04/22/2020 0.67%	1,506,889.40 1,508,407.18	91.14 4.32%	1,376,223.06 4,168.23	1.48% (132,184.12)	Aaa / AA+ AAA	2.56 2.48
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,800,000.00	Various 0.46%	1,802,513.00 1,801,699.16	90.39 4.29%	1,627,097.40 2,600.00	1.74% (174,601.76)	Aaa / AA+ AAA	2.72 2.64
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	1,800,000.00	Various 0.45%	1,793,673.60 1,796,366.78	89.73 4.30%	1,615,127.41 1,312.50	1.73% (181,239.37)	Aaa / AA+ AAA	2.81 2.73
3135G05X7	FNMA Note 0.375% Due 8/25/2025	1,800,000.00	Various 0.45%	1,793,460.00 1,795,922.78	89.43 4.29%	1,609,732.80 675.00	1.72% (186,189.98)	Aaa / AA+ AAA	2.90 2.83



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AGENCY									
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	1,805,000.00	Various 0.44%	1,799,651.55 1,801,751.76	89.25 4.25%	1,611,000.41 150.42	1.72% (190,751.35)	Aaa / AA+ AAA	2.98 2.90
3135G06G3	FNMA Note 0.5% Due 11/7/2025	1,825,000.00	Various 0.57%	1,819,098.50 1,821,326.37	89.07 4.30%	1,625,509.25 3,650.00	1.74% (195,817.12)	Aaa / AA+ AAA	3.11 3.01
Total Agency		27,060,000.00	1.09%	27,271,941.95 27,121,863.81	4.29%	25,385,785.05 71,241.17	27.23% (1,736,078.76)	Aaa / AA+ AAA	2.04 1.97
CMO									
3137BDCW4	FHLMC K039 A2 3.303% Due 7/25/2024	1,650,000.00	11/04/2021 0.60%	1,748,226.56 1,715,043.29	97.97 4.50%	1,616,435.70 4,541.63	1.73% (98,607.59)	NR / NR AAA	1.82 1.56
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	850,000.00	07/01/2021 0.72%	914,347.66 889,795.38	97.23 4.58%	826,444.80 2,246.13	0.89% (63,350.58)	Aaa / AAA AAA	2.07 1.87
3137F4WZ1	FHLMC K731 A2 3.6% Due 2/25/2025	1,389,361.22	05/03/2022 2.67%	1,405,208.62 1,402,867.89	97.82 4.59%	1,359,141.22 4,168.08	1.46% (43,726.67)	NR / NR AAA	2.41 2.03
3137BKRJ1	FHLMC K047 A2 3.329% Due 5/25/2025	700,000.00	05/19/2022 3.05%	704,046.88 703,556.58	96.81 4.62%	677,658.80 1,941.92	0.73% (25,897.78)	NR / NR AAA	2.65 2.37
3137BNGT5	FHLMC K054 A2 2.745% Due 1/25/2026	1,000,000.00	10/29/2021 1.10%	1,058,359.38 1,045,612.46	94.42 4.62%	944,243.00 2,287.50	1.01% (101,369.46)	NR / AAA NR	3.32 2.98
3137BQYS0	FHLMC K056 A2 2.525% Due 5/25/2026	570,000.00	01/31/2022 1.67%	587,189.06 584,524.09	93.26 4.61%	531,584.28 1,199.38	0.57% (52,939.81)	NR / NR AAA	3.65 3.27
3137BXQY1	FHLMC K064 A2 3.224% Due 3/25/2027	1,000,000.00	05/06/2022 3.24%	997,929.69 998,098.38	94.77 4.55%	947,694.00 2,686.67	1.02% (50,404.38)	NR / AAA NR	4.48 3.93
Total CMO		7,159,361.22	1.76%	7,415,307.85 7,339,498.07	4.57%	6,903,201.80 19,071.31	7.40% (436,296.27)	Aaa / AAA AAA	2.76 2.42
CORPORATE									
89236TJD8	Toyota Motor Credit Corp Note 0.4% Due 4/6/2023	275,000.00	04/06/2021 0.44%	274,777.25 274,942.70	97.97 4.42%	269,417.50 534.72	0.29% (5,525.20)	A1 / A+ A+	0.52 0.50
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	640,000.00	03/01/2021 0.47%	639,545.60 639,795.11	94.83 4.60%	606,924.16 592.00	0.65% (32,870.95)	A2 / A A	1.30 1.26
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	530,000.00	03/16/2021 0.77%	529,735.00 529,870.89	94.59 4.60%	501,339.72 143.54	0.54% (28,531.17)	A2 / A A	1.47 1.43



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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	935,000.00	Various 0.96%	927,000.65 929,504.57	93.24 4.60%	871,749.12 1,233.68	0.93% (57,755.45)	A2 / A+ NR	1.79 1.74
69371RQ25	Paccar Financial Corp Note 2.15% Due 8/15/2024	195,000.00	08/08/2019 2.20%	194,569.05 194,838.66	95.45 4.71%	186,127.50 535.71	0.20% (8,711.16)	A1 / A+ NR	1.88 1.80
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	1,100,000.00	Various 2.21%	1,102,086.00 1,100,921.07	94.66 4.97%	1,041,284.20 10,312.50	1.12% (59,636.87)	A1 / A AA-	2.09 1.98
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	1,100,000.00	01/28/2020 1.91%	1,111,770.00 1,105,189.87	95.13 4.60%	1,046,463.00 9,394.31	1.13% (58,726.87)	A2 / A A	2.11 2.00
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	810,000.00	01/10/2022 1.50%	808,914.60 809,173.08	92.73 4.85%	751,117.05 2,544.75	0.81% (58,056.03)	A1 / A+ A+	2.29 2.20
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	955,000.00	01/16/2020 2.10%	952,965.85 954,061.42	94.06 4.80%	898,288.28 3,806.74	0.96% (55,773.14)	A1 / AA- AA-	2.31 2.20
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 1,279,406.35	95.95 4.92%	1,199,373.75 1,750.00	1.28% (80,032.60)	A3 / A A	2.46 2.32
69371RR73	Paccar Financial Corp Note 2.85% Due 4/7/2025	890,000.00	03/31/2022 2.86%	889,768.60 889,805.97	95.62 4.72%	850,982.40 12,259.75	0.92% (38,823.57)	A1 / A+ NR	2.52 2.36
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	475,000.00	04/07/2022 3.39%	474,824.25 474,851.51	96.11 5.02%	456,530.10 7,436.72	0.50% (18,321.41)	A1 / A AA-	2.54 2.35
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	826,000.00	07/23/2021 0.85%	856,413.32 846,873.19	92.02 5.19%	760,044.73 6,367.08	0.82% (86,828.46)	A2 / A- AA-	2.59 2.45
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	465,000.00	05/10/2022 3.44%	464,409.45 464,485.42	96.71 4.75%	449,723.36 6,060.50	0.49% (14,762.06)	A2 / A A	2.62 2.44
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%	986,279.75 985,711.10	92.60 4.81%	912,103.12 2,705.47	0.98% (73,607.98)	A1 / A- AA-	2.67 2.56
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	1,000,000.00	05/03/2022 3.62%	995,060.00 995,707.37	96.49 4.85%	964,877.00 14,087.50	1.05% (30,830.37)	A2 / A- A	2.71 2.51
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	470,000.00	Various 0.95%	470,293.55 470,169.16	92.52 4.86%	434,849.64 1,239.78	0.47% (35,319.52)	A1 / A- AA-	2.73 2.62



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CORPORATE									
89788MAA0	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 8/5/2025	650,000.00	02/03/2022 1.85%	635,726.00 638,368.09	89.90 5.05%	584,369.50 1,213.33	0.63% (53,998.59)	A3 / A- A	2.85 2.73
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%	819,928.00 817,193.69	97.34 4.87%	778,712.00 11,674.44	0.85% (38,481.69)	A1 / A AA-	3.14 2.86
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%	323,646.96 319,612.50	91.12 5.61%	284,299.39 2,870.37	0.31% (35,313.11)	A1 / A- AA-	3.56 3.31
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	500,000.00	05/18/2022 4.42%	472,305.00 474,883.96	91.74 5.51%	458,702.50 4,649.50	0.50% (16,181.46)	A1 / A- A	3.58 3.32
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 1,450,459.64	87.88 4.68%	1,278,629.27 5,617.92	1.37% (171,830.37)	A1 / AA AA-	3.62 3.46
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	240,000.00	Various 1.08%	240,776.80 240,569.05	88.53 4.62%	212,475.36 1,042.67	0.23% (28,093.69)	A3 / A+ A	3.62 3.46
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	995,000.00	06/15/2021 1.13%	994,562.20 994,674.89	87.51 4.84%	870,708.58 3,202.66	0.93% (123,966.31)	A1 / A+ A+	3.72 3.55
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	950,000.00	Various 1.25%	952,508.00 951,717.15	88.77 5.41%	843,343.50 3,550.30	0.91% (108,373.65)	A2 / A- AA-	3.72 3.52
037833DN7	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 9/11/2026	450,000.00	12/02/2021 1.49%	461,178.00 459,186.21	90.99 4.57%	409,441.50 512.50	0.44% (49,744.71)	Aaa / AA+ NR	3.95 3.71
06368FAC3	Bank of Montreal Note 1.25% Due 9/15/2026	500,000.00	09/13/2021 1.28%	499,395.00 499,521.23	85.53 5.35%	427,668.50 277.78	0.46% (71,852.73)	A2 / A- AA-	3.96 3.76
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	235,000.00	09/08/2021 1.09%	234,555.85 234,648.04	87.29 4.59%	205,133.85 95.96	0.22% (29,514.19)	Aa2 / AA AA	3.97 3.80
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	850,000.00	01/13/2022 1.81%	892,644.50 886,173.25	92.76 4.89%	788,472.75 8,358.33	0.85% (97,700.50)	Aa3 / A NR	4.17 3.81



City of Brea

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Holdings Report

As of September 30, 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
CORPORATE									
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	535,000.00	01/19/2022 1.99%	534,090.50 534,215.64	89.69 4.62%	479,858.09 2,202.42	0.52% (54,357.55)	A2 / A A	4.30 4.02
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	750,000.00	03/09/2022 2.73%	740,115.00 741,224.21	89.78 5.06%	673,351.50 1,429.17	0.72% (67,872.71)	A2 / A A	4.42 4.09
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 1,079,817.28	91.05 4.54%	983,369.16 1,104.00	1.05% (96,448.12)	Aa2 / AA A+	4.46 4.15
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	900,000.00	Various 4.55%	871,903.80 872,798.83	92.35 5.74%	831,152.70 14,058.05	0.90% (41,646.13)	A2 / A- AA-	4.56 4.05
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	430,000.00	05/05/2022 4.04%	429,303.40 429,358.33	96.47 4.86%	414,825.30 6,736.67	0.45% (14,533.03)	A2 / A+ A+	4.61 4.08
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%	430,200.10 430,185.37	95.18 4.88%	409,266.70 5,789.47	0.44% (20,918.67)	A3 / A+ A	4.62 4.12
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	600,000.00	07/15/2022 3.53%	586,074.00 586,658.20	93.56 4.56%	561,345.60 6,650.00	0.61% (25,312.60)	Aa3 / A+ NR	4.63 4.20
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	1,100,000.00	08/26/2022 4.18%	1,096,315.00 1,096,382.65	94.33 5.49%	1,037,617.90 14,184.01	1.12% (58,764.75)	A1 / A NR	4.69 4.13
Total Corporate		26,663,000.00	2.14%	26,708,350.23 26,682,955.65	4.90%	24,733,938.28 176,224.30	26.64% (1,949,017.37)	A1 / A A+	3.15 2.93
MONEY MARKET FUND									
316175884	Fidelity Institutional Money Market Fund 696	192,656.14	Various 2.56%	192,656.14 192,656.14	1.00 2.56%	192,656.14 0.00	0.21% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund		192,656.14	2.56%	192,656.14 192,656.14	2.56%	192,656.14 0.00	0.21% 0.00	Aaa / AAA NR	0.00 0.00



City of Brea

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Holdings Report

As of September 30, 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
MUNICIPAL BONDS									
13063DRK6	California State Taxable GO 2.4% Due 10/1/2024	900,000.00	10/16/2019 1.91%	920,673.00 908,376.92	96.10 4.46%	864,927.00 10,800.00	0.94% (43,449.92)	Aa2 / AA- AA	2.01 1.90
Total Municipal Bonds		900,000.00	1.91%	920,673.00 908,376.92	4.46%	864,927.00 10,800.00	0.94% (43,449.92)	Aa2 / AA- AA	2.01 1.90
SUPRANATIONAL									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	945,000.00	Various 0.54%	943,389.35 943,980.86	88.98 4.37%	840,814.70 2,008.13	0.90% (103,166.16)	Aaa / AAA AAA	3.08 2.98
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 1,908,770.21	88.72 4.33%	1,698,968.85 7,493.77	1.83% (209,801.36)	Aaa / AAA AAA	3.56 3.42
Total Supranational		2,860,000.00	0.83%	2,849,618.65 2,852,751.07	4.34%	2,539,783.55 9,501.90	2.73% (312,967.52)	Aaa / AAA AAA	3.40 3.27
US TREASURY									
912828V23	US Treasury Note 2.25% Due 12/31/2023	930,000.00	06/21/2019 1.80%	948,273.05 935,046.95	97.56 4.27%	907,294.98 5,288.11	0.98% (27,751.97)	Aaa / AA+ AAA	1.25 1.21
912828B66	US Treasury Note 2.75% Due 2/15/2024	1,500,000.00	04/29/2019 2.31%	1,529,648.44 1,508,495.16	97.88 4.35%	1,468,242.00 5,268.34	1.58% (40,253.16)	Aaa / AA+ AAA	1.38 1.33
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	950,000.00	03/30/2021 0.33%	947,699.22 948,868.78	94.32 4.31%	896,042.85 104.97	0.96% (52,825.93)	Aaa / AA+ AAA	1.46 1.43
912828X70	US Treasury Note 2% Due 4/30/2024	1,000,000.00	06/10/2019 1.92%	1,003,515.63 1,001,136.42	96.48 4.32%	964,805.00 8,369.57	1.04% (36,331.42)	Aaa / AA+ AAA	1.58 1.52
912828XX3	US Treasury Note 2% Due 6/30/2024	1,450,000.00	12/12/2019 1.74%	1,466,595.70 1,456,374.51	96.18 4.29%	1,394,605.65 7,328.80	1.50% (61,768.86)	Aaa / AA+ AAA	1.75 1.68
912828D56	US Treasury Note 2.375% Due 8/15/2024	1,500,000.00	03/05/2020 0.68%	1,611,093.75 1,546,819.55	96.60 4.28%	1,448,965.50 4,549.93	1.55% (97,854.05)	Aaa / AA+ AAA	1.88 1.80
9128283D0	US Treasury Note 2.25% Due 10/31/2024	1,500,000.00	11/07/2019 1.77%	1,533,925.78 1,514,193.25	96.06 4.24%	1,440,937.50 14,123.64	1.56% (73,255.75)	Aaa / AA+ AAA	2.09 1.99



City of Brea

Account #120

Holdings Report

As of September 30, 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
US TREASURY									
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	2,000,000.00	03/18/2020 0.81%	2,030,859.38 2,015,045.44	92.89 4.25%	1,857,890.00 1,926.80	1.99% (157,155.44)	Aaa / AA+ AAA	2.42 2.34
91282CED9	US Treasury Note 1.75% Due 3/15/2025	2,150,000.00	04/05/2022 2.65%	2,095,662.11 2,104,625.58	94.18 4.27%	2,024,863.55 1,662.98	2.17% (79,762.03)	Aaa / AA+ AAA	2.46 2.36
91282CEQ0	US Treasury Note 2.75% Due 5/15/2025	500,000.00	06/06/2022 2.91%	497,695.31 497,944.47	96.25 4.28%	481,230.50 5,193.61	0.52% (16,713.97)	Aaa / AA+ AAA	2.62 2.47
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	1,900,000.00	02/19/2021 0.51%	1,877,363.28 1,885,254.49	88.89 4.23%	1,688,847.30 13.05	1.81% (196,407.19)	Aaa / AA+ AAA	3.00 2.93
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	1,900,000.00	02/11/2021 0.42%	1,885,156.25 1,890,293.81	88.57 4.24%	1,682,909.80 1,987.77	1.80% (207,384.01)	Aaa / AA+ AAA	3.09 3.01
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	1,350,000.00	03/26/2021 0.77%	1,325,794.92 1,333,608.04	88.68 4.23%	1,197,123.30 1,701.33	1.28% (136,484.74)	Aaa / AA+ AAA	3.17 3.08
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	480,000.00	09/17/2021 0.86%	477,393.75 477,936.36	87.73 4.18%	421,125.12 308.29	0.45% (56,811.24)	Aaa / AA+ AAA	3.92 3.78
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	2,820,000.00	Various 1.08%	2,791,946.88 2,797,384.33	88.01 4.16%	2,481,929.94 67.80	2.65% (315,454.39)	Aaa / AA+ AAA	4.00 3.85
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	2,250,000.00	Various 3.12%	2,263,417.97 2,262,855.57	96.43 4.08%	2,169,756.00 18,479.96	2.34% (93,099.57)	Aaa / AA+ AAA	4.75 4.31
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	600,000.00	08/22/2022 3.12%	589,828.13 590,048.15	94.21 4.08%	565,265.40 2,779.89	0.61% (24,782.75)	Aaa / AA+ AAA	4.84 4.44
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	1,950,000.00	Various 3.41%	1,925,095.70 1,925,335.19	95.97 4.04%	1,871,391.60 5,218.40	2.01% (53,943.59)	Aaa / AA+ AAA	4.92 4.49
Total US Treasury		26,730,000.00	1.65%	26,800,965.25 26,691,266.05	4.22%	24,963,225.99 84,373.24	26.79% (1,728,040.06)	Aaa / AA+ AAA	2.92 2.76
TOTAL PORTFOLIO		99,364,024.86	1.55%	99,950,658.26 99,582,367.76	4.47%	93,130,918.24 373,408.12	100.00% (6,451,449.52)	Aa2 / AA AAA	2.71 2.42
TOTAL MARKET VALUE PLUS ACCRUED						93,504,326.36			

Transaction Ledger

As of September 30, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/02/2022	316175884	481.08	Fidelity Institutional Money Market Fund 696	1.000	1.85%	481.08	0.00	481.08	0.00
Purchase	09/03/2022	316175884	9,187.50	Fidelity Institutional Money Market Fund 696	1.000	1.85%	9,187.50	0.00	9,187.50	0.00
Purchase	09/08/2022	316175884	17,812.50	Fidelity Institutional Money Market Fund 696	1.000	1.85%	17,812.50	0.00	17,812.50	0.00
Purchase	09/09/2022	91282CFH9	1,550,000.00	US Treasury Note 3.125% Due 8/31/2027	99.059	3.33%	1,535,408.20	1,204.25	1,536,612.45	0.00
Purchase	09/11/2022	316175884	4,612.50	Fidelity Institutional Money Market Fund 696	1.000	1.85%	4,612.50	0.00	4,612.50	0.00
Purchase	09/12/2022	316175884	21,562.50	Fidelity Institutional Money Market Fund 696	1.000	1.85%	21,562.50	0.00	21,562.50	0.00
Purchase	09/13/2022	316175884	17,250.00	Fidelity Institutional Money Market Fund 696	1.000	1.85%	17,250.00	0.00	17,250.00	0.00
Purchase	09/15/2022	316175884	55,232.50	Fidelity Institutional Money Market Fund 696	1.000	1.85%	55,232.50	0.00	55,232.50	0.00
Purchase	09/15/2022	316175884	166.83	Fidelity Institutional Money Market Fund 696	1.000	1.85%	166.83	0.00	166.83	0.00
Purchase	09/15/2022	316175884	168.63	Fidelity Institutional Money Market Fund 696	1.000	1.85%	168.63	0.00	168.63	0.00
Purchase	09/15/2022	316175884	775.50	Fidelity Institutional Money Market Fund 696	1.000	1.85%	775.50	0.00	775.50	0.00
Purchase	09/15/2022	316175884	126.67	Fidelity Institutional Money Market Fund 696	1.000	1.85%	126.67	0.00	126.67	0.00
Purchase	09/15/2022	316175884	135.67	Fidelity Institutional Money Market Fund 696	1.000	1.85%	135.67	0.00	135.67	0.00
Purchase	09/15/2022	316175884	13,422.90	Fidelity Institutional Money Market Fund 696	1.000	1.85%	13,422.90	0.00	13,422.90	0.00
Purchase	09/15/2022	316175884	23,779.44	Fidelity Institutional Money Market Fund 696	1.000	1.85%	23,779.44	0.00	23,779.44	0.00
Purchase	09/15/2022	316175884	28,765.13	Fidelity Institutional Money Market Fund 696	1.000	1.85%	28,765.13	0.00	28,765.13	0.00

Transaction Ledger

As of September 30, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/15/2022	316175884	5,560.35	Fidelity Institutional Money Market Fund 696	1.000	1.85%	5,560.35	0.00	5,560.35	0.00
Purchase	09/15/2022	316175884	8,810.52	Fidelity Institutional Money Market Fund 696	1.000	1.85%	8,810.52	0.00	8,810.52	0.00
Purchase	09/15/2022	316175884	19,288.95	Fidelity Institutional Money Market Fund 696	1.000	1.85%	19,288.95	0.00	19,288.95	0.00
Purchase	09/15/2022	316175884	28,435.33	Fidelity Institutional Money Market Fund 696	1.000	1.85%	28,435.33	0.00	28,435.33	0.00
Purchase	09/15/2022	316175884	39,844.84	Fidelity Institutional Money Market Fund 696	1.000	1.85%	39,844.84	0.00	39,844.84	0.00
Purchase	09/15/2022	316175884	23,093.98	Fidelity Institutional Money Market Fund 696	1.000	1.85%	23,093.98	0.00	23,093.98	0.00
Purchase	09/15/2022	316175884	48,617.33	Fidelity Institutional Money Market Fund 696	1.000	1.85%	48,617.33	0.00	48,617.33	0.00
Purchase	09/16/2022	316175884	133.17	Fidelity Institutional Money Market Fund 696	1.000	1.85%	133.17	0.00	133.17	0.00
Purchase	09/16/2022	316175884	210.00	Fidelity Institutional Money Market Fund 696	1.000	1.85%	210.00	0.00	210.00	0.00
Purchase	09/17/2022	316175884	1,233.75	Fidelity Institutional Money Market Fund 696	1.000	1.85%	1,233.75	0.00	1,233.75	0.00
Purchase	09/18/2022	316175884	1,987.50	Fidelity Institutional Money Market Fund 696	1.000	1.85%	1,987.50	0.00	1,987.50	0.00
Purchase	09/19/2022	316175884	26,844.82	Fidelity Institutional Money Market Fund 696	1.000	1.85%	26,844.82	0.00	26,844.82	0.00
Purchase	09/20/2022	316175884	208.00	Fidelity Institutional Money Market Fund 696	1.000	1.85%	208.00	0.00	208.00	0.00
Purchase	09/20/2022	316175884	799.58	Fidelity Institutional Money Market Fund 696	1.000	1.85%	799.58	0.00	799.58	0.00
Purchase	09/20/2022	316175884	78,295.17	Fidelity Institutional Money Market Fund 696	1.000	1.85%	78,295.17	0.00	78,295.17	0.00
Purchase	09/20/2022	316175884	19,595.03	Fidelity Institutional Money Market Fund 696	1.000	1.85%	19,595.03	0.00	19,595.03	0.00

Transaction Ledger

As of September 30, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/20/2022	91282CFH9	400,000.00	US Treasury Note 3.125% Due 8/31/2027	97.422	3.70%	389,687.50	690.61	390,378.11	0.00
Purchase	09/21/2022	316175884	223.67	Fidelity Institutional Money Market Fund 696	1.000	1.85%	223.67	0.00	223.67	0.00
Purchase	09/21/2022	316175884	14,832.54	Fidelity Institutional Money Market Fund 696	1.000	1.85%	14,832.54	0.00	14,832.54	0.00
Purchase	09/23/2022	316175884	3,384.38	Fidelity Institutional Money Market Fund 696	1.000	1.85%	3,384.38	0.00	3,384.38	0.00
Purchase	09/26/2022	316175884	275.00	Fidelity Institutional Money Market Fund 696	1.000	1.85%	275.00	0.00	275.00	0.00
Purchase	09/26/2022	316175884	160.88	Fidelity Institutional Money Market Fund 696	1.000	1.85%	160.88	0.00	160.88	0.00
Purchase	09/26/2022	316175884	4,541.63	Fidelity Institutional Money Market Fund 696	1.000	1.85%	4,541.63	0.00	4,541.63	0.00
Purchase	09/26/2022	316175884	2,246.13	Fidelity Institutional Money Market Fund 696	1.000	1.85%	2,246.13	0.00	2,246.13	0.00
Purchase	09/26/2022	316175884	1,941.92	Fidelity Institutional Money Market Fund 696	1.000	1.85%	1,941.92	0.00	1,941.92	0.00
Purchase	09/26/2022	316175884	2,287.50	Fidelity Institutional Money Market Fund 696	1.000	1.85%	2,287.50	0.00	2,287.50	0.00
Purchase	09/26/2022	316175884	1,199.38	Fidelity Institutional Money Market Fund 696	1.000	1.85%	1,199.38	0.00	1,199.38	0.00
Purchase	09/26/2022	316175884	2,686.67	Fidelity Institutional Money Market Fund 696	1.000	1.85%	2,686.67	0.00	2,686.67	0.00
Purchase	09/26/2022	316175884	6,063.46	Fidelity Institutional Money Market Fund 696	1.000	1.85%	6,063.46	0.00	6,063.46	0.00
Purchase	09/30/2022	316175884	14,712.50	Fidelity Institutional Money Market Fund 696	1.000	2.56%	14,712.50	0.00	14,712.50	0.00
Subtotal			2,500,993.33				2,476,089.03	1,894.86	2,477,983.89	0.00
TOTAL ACQUISITIONS			2,500,993.33				2,476,089.03	1,894.86	2,477,983.89	0.00

Sale	09/09/2022	316175884	58,923.93	Fidelity Institutional Money Market Fund 696	1.000	1.85%	58,923.93	0.00	58,923.93	0.00
Sale	09/09/2022	912828T91	1,500,000.00	US Treasury Note 1.625% Due 10/31/2023	97.930	2.05%	1,468,945.31	8,743.21	1,477,688.52	-24,080.15
Sale	09/20/2022	316175884	390,378.11	Fidelity Institutional Money Market Fund 696	1.000	1.85%	390,378.11	0.00	390,378.11	0.00
Subtotal			1,949,302.04				1,918,247.35	8,743.21	1,926,990.56	-24,080.15
Paydown	09/15/2022	43813DAC2	13,329.07	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	100.000		13,329.07	93.83	13,422.90	0.00
Paydown	09/15/2022	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	09/15/2022	43815NAC8	23,689.39	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		23,689.39	90.05	23,779.44	0.00
Paydown	09/15/2022	44891RAC4	28,637.32	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		28,637.32	127.81	28,765.13	0.00
Paydown	09/15/2022	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	09/15/2022	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	09/15/2022	477870AC3	5,521.01	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	100.000		5,521.01	39.34	5,560.35	0.00
Paydown	09/15/2022	47787NAC3	8,761.38	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		8,761.38	49.14	8,810.52	0.00
Paydown	09/15/2022	47789KAC7	19,119.54	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	100.000		19,119.54	169.41	19,288.95	0.00
Paydown	09/15/2022	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	09/15/2022	58769EAC2	28,378.64	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	100.000		28,378.64	56.69	28,435.33	0.00
Paydown	09/15/2022	65479JAD5	39,431.94	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		39,431.94	412.90	39,844.84	0.00
Paydown	09/15/2022	89236XAC0	23,018.90	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		23,018.90	75.08	23,093.98	0.00



City of Brea

Account #120

Transaction Ledger

As of September 30, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Paydown	09/15/2022	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	09/15/2022	89240BAC2	48,458.51	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		48,458.51	158.82	48,617.33	0.00
Paydown	09/16/2022	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	09/16/2022	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	09/19/2022	43813KAC6	26,742.02	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		26,742.02	102.80	26,844.82	0.00
Paydown	09/20/2022	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	09/20/2022	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	09/20/2022	92290BAA9	78,040.59	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		78,040.59	254.58	78,295.17	0.00
Paydown	09/20/2022	92348AAA3	19,462.35	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		19,462.35	132.68	19,595.03	0.00
Paydown	09/21/2022	43813GAC5	14,784.10	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		14,784.10	48.44	14,832.54	0.00
Paydown	09/21/2022	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	09/26/2022	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	09/26/2022	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



City of Brea

Account #120

Transaction Ledger

As of September 30, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Paydown	09/26/2022	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	09/26/2022	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	09/26/2022	3137BKRJ1	0.00	FHLMC K047 A2 3.329% Due 5/25/2025	100.000		0.00	1,941.92	1,941.92	0.00
Paydown	09/26/2022	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	09/26/2022	3137BQYS0	0.00	FHLMC K056 A2 2.525% Due 5/25/2026	100.000		0.00	1,199.38	1,199.38	0.00
Paydown	09/26/2022	3137BXQY1	0.00	FHLMC K064 A2 3.224% Due 3/25/2027	100.000		0.00	2,686.67	2,686.67	0.00
Paydown	09/26/2022	3137F4WZ1	1,889.71	FHLMC K731 A2 3.6% Due 2/25/2025	100.000		1,889.71	4,173.75	6,063.46	0.00
Subtotal			379,264.47				379,264.47	24,272.15	403,536.62	0.00
TOTAL DISPOSITIONS			2,328,566.51				2,297,511.82	33,015.36	2,330,527.18	-24,080.15
OTHER TRANSACTIONS										
Interest	09/03/2022	808513BY0	750,000.00	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	0.000		9,187.50	0.00	9,187.50	0.00
Interest	09/08/2022	3130AB3H7	1,500,000.00	FHLB Note 2.375% Due 3/8/2024	0.000		17,812.50	0.00	17,812.50	0.00
Interest	09/11/2022	037833DN7	450,000.00	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 9/11/2026	0.000		4,612.50	0.00	4,612.50	0.00
Interest	09/12/2022	3135G0U43	1,500,000.00	FNMA Note 2.875% Due 9/12/2023	0.000		21,562.50	0.00	21,562.50	0.00
Interest	09/13/2022	3130A2UW4	1,200,000.00	FHLB Note 2.875% Due 9/13/2024	0.000		17,250.00	0.00	17,250.00	0.00



City of Brea

Account #120

Transaction Ledger

As of September 30, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	09/15/2022	00440EAS6	1,250,000.00	Chubb INA Holdings Inc Note 3.15% Due 3/15/2025	0.000		19,687.50	0.00	19,687.50	0.00
Interest	09/15/2022	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.000		3,125.00	0.00	3,125.00	0.00
Interest	09/15/2022	084664CZ2	1,080,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.000		12,420.00	0.00	12,420.00	0.00
Interest	09/15/2022	91282CBR1	950,000.00	US Treasury Note 0.25% Due 3/15/2024	0.000		1,187.50	0.00	1,187.50	0.00
Interest	09/15/2022	91282CED9	2,150,000.00	US Treasury Note 1.75% Due 3/15/2025	0.000		18,812.50	0.00	18,812.50	0.00
Interest	09/17/2022	931142ER0	235,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.000		1,233.75	0.00	1,233.75	0.00
Interest	09/18/2022	808513BN4	530,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.000		1,987.50	0.00	1,987.50	0.00
Interest	09/23/2022	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.000		3,384.38	0.00	3,384.38	0.00
Interest	09/30/2022	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.000		2,375.00	0.00	2,375.00	0.00
Interest	09/30/2022	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.000		12,337.50	0.00	12,337.50	0.00
Subtotal			18,620,000.00				146,975.63	0.00	146,975.63	0.00
Dividend	09/02/2022	316175884	90,964.85	Fidelity Institutional Money Market Fund 696	0.000		481.08	0.00	481.08	0.00
Subtotal			90,964.85				481.08	0.00	481.08	0.00
TOTAL OTHER TRANSACTIONS			18,710,964.85				147,456.71	0.00	147,456.71	0.00



City of Brea

Account #120

Income Earned

As of September 30, 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
FIXED INCOME						
00440EAS6	Chubb INA Holdings Inc Note 3.15% Due 03/15/2025	03/04/2022 03/08/2022 1,250,000.00	1,280,390.93 0.00 0.00 1,279,406.35	18,156.25 19,687.50 1,750.00 3,281.25	0.00 984.58 (984.58) 2,296.67	2,296.67
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	1,450,356.37 0.00 0.00 1,450,459.64	4,405.42 0.00 5,617.92 1,212.50	103.27 0.00 103.27 1,315.77	1,315.77
037833DN7	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 09/11/2026	12/02/2021 12/06/2021 450,000.00	459,386.06 0.00 0.00 459,186.21	4,356.25 4,612.50 512.50 768.75	0.00 199.85 (199.85) 568.90	568.90
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 300,000.00	299,967.83 0.00 0.00 299,969.52	55.00 275.00 55.00 275.00	1.69 0.00 1.69 276.69	276.69
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 04/23/2027	Various Various 900,000.00	872,308.73 0.00 0.00 872,798.83	11,388.80 0.00 14,058.05 2,669.25	490.10 0.00 490.10 3,159.35	3,159.35
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 950,000.00	951,769.09 0.00 0.00 951,717.15	2,506.10 0.00 3,550.30 1,044.20	0.00 51.94 (51.94) 992.26	992.26
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 826,000.00	847,537.23 0.00 0.00 846,873.19	5,093.67 0.00 6,367.08 1,273.41	0.00 664.04 (664.04) 609.37	609.37
06368FAC3	Bank of Montreal Note 1.25% Due 09/15/2026	09/13/2021 09/15/2021 500,000.00	499,511.30 0.00 0.00 499,521.23	2,881.94 3,125.00 277.78 520.84	9.93 0.00 9.93 530.77	530.77
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	817,657.13 0.00 0.00 817,193.69	9,041.11 0.00 11,674.44 2,633.33	0.00 463.44 (463.44) 2,169.89	2,169.89



City of Brea

Account #120

Income Earned

As of September 30, 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
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	1,079,813.90 0.00 0.00 1,079,817.28	11,454.00 12,420.00 1,104.00 2,070.00	3.38 0.00 3.38 2,073.38	2,073.38
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	Various Various 585,000.00	578,608.63 0.00 0.00 579,008.08	32.18 160.88 32.18 160.88	399.45 0.00 399.45 560.33	560.33
13063DRK6	California State Taxable GO 2.4% Due 10/01/2024	10/16/2019 10/24/2019 900,000.00	908,720.71 0.00 0.00 908,376.92	9,000.00 0.00 10,800.00 1,800.00	0.00 343.79 (343.79) 1,456.21	1,456.21
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	01/28/2020 01/30/2020 1,100,000.00	1,105,392.33 0.00 0.00 1,105,189.87	7,423.47 0.00 9,394.31 1,970.84	0.00 202.46 (202.46) 1,768.38	1,768.38
14913R2V8	Caterpillar Financial Service Note 3.4% Due 05/13/2025	05/10/2022 05/13/2022 465,000.00	464,469.26 0.00 0.00 464,485.42	4,743.00 0.00 6,060.50 1,317.50	16.16 0.00 16.16 1,333.66	1,333.66
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 05/18/2027	07/15/2022 07/19/2022 600,000.00	586,421.36 0.00 0.00 586,658.20	5,150.00 0.00 6,650.00 1,500.00	236.84 0.00 236.84 1,736.84	1,736.84
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 640,000.00	639,782.11 0.00 0.00 639,795.11	352.00 0.00 592.00 240.00	13.00 0.00 13.00 253.00	253.00
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	886,931.60 0.00 0.00 886,173.25	6,268.75 0.00 8,358.33 2,089.58	0.00 758.35 (758.35) 1,331.23	1,331.23
3130A0F70	FHLB Note 3.375% Due 12/08/2023	Various Various 1,075,000.00	1,083,036.04 0.00 0.00 1,082,515.34	8,364.84 0.00 11,388.28 3,023.44	0.00 520.70 (520.70) 2,502.74	2,502.74



City of Brea

Account #120

Income Earned

As of September 30, 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
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	06/18/2019 06/19/2019 1,500,000.00	1,523,220.86 0.00 0.00 1,522,152.42	9,223.96 0.00 12,817.70 3,593.74	0.00 1,068.44 (1,068.44) 2,525.30	2,525.30
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 1,200,000.00	1,225,266.89 0.00 0.00 1,224,246.69	16,100.00 17,250.00 1,725.00 2,875.00	0.00 1,020.20 (1,020.20) 1,854.80	1,854.80
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/29/2019 04/30/2019 1,500,000.00	1,500,032.79 0.00 0.00 1,500,031.01	17,119.79 17,812.50 2,276.04 2,968.75	0.00 1.78 (1.78) 2,966.97	2,966.97
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 1,510,000.00	1,508,356.02 0.00 0.00 1,508,407.18	3,381.77 0.00 4,168.23 786.46	51.16 0.00 51.16 837.62	837.62
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 1,800,000.00	1,801,750.65 0.00 0.00 1,801,699.16	1,850.00 0.00 2,600.00 750.00	32.35 83.84 (51.49) 698.51	698.51
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 1,800,000.00	1,795,807.27 0.00 0.00 1,795,922.78	112.51 0.00 675.00 562.49	115.51 0.00 115.51 678.00	678.00
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 1,825,000.00	1,821,229.09 0.00 0.00 1,821,326.37	2,889.59 0.00 3,650.00 760.41	97.28 0.00 97.28 857.69	857.69
3135G06H1	FNMA Note 0.25% Due 11/27/2023	11/23/2020 11/25/2020 1,610,000.00	1,609,243.75 0.00 0.00 1,609,293.95	1,050.97 0.00 1,386.39 335.42	50.20 0.00 50.20 385.62	385.62
3135G0U43	FNMA Note 2.875% Due 09/12/2023	06/21/2019 06/24/2019 1,500,000.00	1,514,592.26 0.00 0.00 1,513,427.99	20,244.79 21,562.50 2,276.04 3,593.75	0.00 1,164.27 (1,164.27) 2,429.48	2,429.48



City of Brea

Account #120

Income Earned

As of September 30, 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
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 1,755,000.00	1,759,799.22 0.00 0.00 1,759,613.44	10,773.75 0.00 13,150.32 2,376.57	15.61 201.39 (185.78) 2,190.79	2,190.79
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 1,875,000.00	1,881,476.69 0.00 0.00 1,881,250.50	4,570.31 0.00 7,109.38 2,539.07	30.17 256.36 (226.19) 2,312.88	2,312.88
3137BDCW4	FHLMC K039 A2 3.303% Due 07/25/2024	11/04/2021 11/09/2021 1,650,000.00	1,718,096.96 0.00 0.00 1,715,043.29	4,541.63 4,541.63 4,541.63 4,541.63	0.00 3,053.67 (3,053.67) 1,487.96	1,487.96
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	07/01/2021 07/07/2021 850,000.00	891,428.57 0.00 0.00 889,795.38	2,246.13 2,246.13 2,246.13 2,246.13	0.00 1,633.19 (1,633.19) 612.94	612.94
3137BKRJ1	FHLMC K047 A2 3.329% Due 05/25/2025	05/19/2022 05/24/2022 700,000.00	703,669.72 0.00 0.00 703,556.58	1,941.92 1,941.92 1,941.92 1,941.92	0.00 113.14 (113.14) 1,828.78	1,828.78
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	10/29/2021 11/03/2021 1,000,000.00	1,046,764.29 0.00 0.00 1,045,612.46	2,287.50 2,287.50 2,287.50 2,287.50	0.00 1,151.83 (1,151.83) 1,135.67	1,135.67
3137BQYS0	FHLMC K056 A2 2.525% Due 05/25/2026	01/31/2022 02/03/2022 570,000.00	584,857.21 0.00 0.00 584,524.09	1,199.38 1,199.38 1,199.38 1,199.38	0.00 333.12 (333.12) 866.26	866.26
3137BXQY1	FHLMC K064 A2 3.224% Due 03/25/2027	05/06/2022 05/11/2022 1,000,000.00	998,062.99 0.00 0.00 998,098.38	2,686.67 2,686.67 2,686.67 2,686.67	35.39 0.00 35.39 2,722.06	2,722.06
3137EAEPO	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 1,920,000.00	1,919,274.98 0.00 0.00 1,919,299.28	1,520.00 0.00 3,920.00 2,400.00	24.30 0.00 24.30 2,424.30	2,424.30



City of Brea

Account #120

Income Earned

As of September 30, 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
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 1,560,000.00	1,559,852.54 0.00 0.00 1,559,870.52	1,885.00 0.00 2,372.50 487.50	17.98 0.00 17.98 505.48	505.48
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 1,800,000.00	1,796,260.34 0.00 0.00 1,796,366.78	750.00 0.00 1,312.50 562.50	106.44 0.00 106.44 668.94	668.94
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/19/2020 08/21/2020 1,025,000.00	1,024,660.07 0.00 0.00 1,024,688.64	49.83 0.00 263.37 213.54	28.57 0.00 28.57 242.11	242.11
3137EAX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 1,805,000.00	1,801,662.19 0.00 0.00 1,801,751.76	2,970.73 3,384.38 150.42 564.07	89.57 0.00 89.57 653.64	653.64
3137F4WZ1	FHLMC K731 A2 3.6% Due 02/25/2025	05/03/2022 05/06/2022 1,389,361.22	1,405,251.08 0.00 1,889.71 1,402,867.89	4,173.75 4,173.75 4,168.08 4,168.08	0.00 493.48 (493.48) 3,674.60	3,674.60
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 235,000.00	234,995.53 0.00 0.00 234,995.67	66.58 133.17 66.58 133.17	0.14 0.00 0.14 133.31	133.31
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	08/10/2021 08/18/2021 640,000.00	639,995.03 0.00 0.00 639,995.32	76.27 208.00 76.27 208.00	0.29 0.00 0.29 208.29	208.29
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 03/20/2025	02/15/2022 02/23/2022 505,000.00	504,996.71 0.00 0.00 504,996.87	293.18 799.58 293.18 799.58	0.16 0.00 0.16 799.74	799.74
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	01/11/2022 01/19/2022 200,000.00	199,985.84 0.00 0.00 199,986.27	105.00 210.00 105.00 210.00	0.43 0.00 0.43 210.43	210.43



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43813DAC2	Honda Auto Receivables 2020-2 A3 0.82% Due 07/15/2024	05/18/2020 05/27/2020 123,988.04	137,312.22 0.00 13,329.07 123,983.81	50.04 93.83 45.19 88.98	0.66 0.00 0.66 89.64	89.64
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 200,485.74	215,267.85 0.00 14,784.10 200,483.98	16.15 48.44 15.04 47.33	0.23 0.00 0.23 47.56	47.56
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 306,648.06	333,371.13 0.00 26,742.02 306,631.81	44.54 102.80 40.97 99.23	2.70 0.00 2.70 101.93	101.93
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 495,000.00	494,937.57 0.00 0.00 494,939.47	413.60 775.50 413.60 775.50	1.90 0.00 1.90 777.40	777.40
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 305,000.00	304,950.96 0.00 0.00 304,952.58	74.56 223.67 74.56 223.67	1.62 0.00 1.62 225.29	225.29
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 37,021.18	60,710.56 0.00 23,689.39 37,021.18	48.03 90.05 29.29 71.31	0.01 0.00 0.01 71.32	71.32
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 374,971.87	403,568.15 0.00 28,637.32 374,935.90	68.17 127.81 63.33 122.97	5.07 0.00 5.07 128.04	128.04
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 400,000.00	399,976.48 0.00 0.00 399,977.62	67.56 126.67 67.56 126.67	1.14 0.00 1.14 127.81	127.81
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 220,000.00	219,963.14 0.00 0.00 219,964.42	72.36 135.67 72.36 135.67	1.28 0.00 1.28 136.95	136.95



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4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 1,915,000.00	1,908,626.11 0.00 0.00 1,908,770.21	6,097.41 0.00 7,493.77 1,396.36	144.10 0.00 144.10 1,540.46	1,540.46
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 945,000.00	943,953.63 0.00 0.00 943,980.86	1,614.38 0.00 2,008.13 393.75	27.23 0.00 27.23 420.98	420.98
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	319,857.01 0.00 0.00 319,612.50	2,328.79 0.00 2,870.37 541.58	0.00 244.51 (244.51) 297.07	297.07
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	985,746.13 0.00 0.00 985,711.10	2,029.10 0.00 2,705.47 676.37	0.00 35.03 (35.03) 641.34	641.34
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 470,000.00	470,177.20 0.00 0.00 470,169.16	860.26 0.00 1,239.78 379.52	0.00 8.04 (8.04) 371.48	371.48
477870AC3	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	07/16/2019 07/24/2019 15,838.09	21,357.77 0.00 5,521.01 15,837.17	20.98 39.34 15.56 33.92	0.41 0.00 0.41 34.33	34.33
47787NAC3	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	07/14/2020 07/22/2020 106,866.12	115,620.56 0.00 8,761.38 106,860.09	26.21 49.14 24.22 47.15	0.91 0.00 0.91 48.06	48.06
47789KAC7	John Deere Owner Trust 2020-A A3 1.1% Due 08/15/2024	03/04/2020 03/11/2020 165,688.61	184,803.17 0.00 19,119.54 165,684.33	90.35 169.41 81.00 160.06	0.70 0.00 0.70 160.76	160.76
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 385,000.00	384,976.14 0.00 0.00 384,976.92	88.98 166.83 88.98 166.83	0.78 0.00 0.78 167.61	167.61



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58769EAC2	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	09/15/2020 09/23/2020 141,692.22	170,069.47 0.00 28,378.64 141,691.32	30.23 56.69 25.19 51.65	0.49 0.00 0.49 52.14	52.14
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 04/28/2026	05/18/2022 05/20/2022 500,000.00	474,306.58 0.00 0.00 474,883.96	3,737.83 0.00 4,649.50 911.67	577.38 0.00 577.38 1,489.05	1,489.05
63743HFE7	National Rural Utilities Note 3.45% Due 06/15/2025	05/03/2022 05/05/2022 1,000,000.00	995,577.03 0.00 0.00 995,707.37	11,212.50 0.00 14,087.50 2,875.00	130.34 0.00 130.34 3,005.34	3,005.34
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	Various Various 217,292.13	257,283.65 0.00 39,431.94 217,744.95	220.21 412.90 186.39 379.08	0.60 107.36 (106.76) 272.32	272.32
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	05/05/2022 05/10/2022 430,000.00	429,346.89 0.00 0.00 429,358.33	5,303.33 0.00 6,736.67 1,433.34	11.44 0.00 11.44 1,444.78	1,444.78
69371RQ25	Paccar Financial Corp Note 2.15% Due 08/15/2024	08/08/2019 08/15/2019 195,000.00	194,831.58 0.00 0.00 194,838.66	186.33 0.00 535.71 349.38	7.08 0.00 7.08 356.46	356.46
69371RR73	Paccar Financial Corp Note 2.85% Due 04/07/2025	03/31/2022 04/07/2022 890,000.00	889,799.64 0.00 0.00 889,805.97	10,146.00 0.00 12,259.75 2,113.75	6.33 0.00 6.33 2,120.08	2,120.08
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 1,100,000.00	1,100,957.33 0.00 0.00 1,100,921.07	8,250.00 0.00 10,312.50 2,062.50	7.85 44.11 (36.26) 2,026.24	2,026.24
78016EZ59	Royal Bank of Canada Note 3.375% Due 04/14/2025	04/07/2022 04/14/2022 475,000.00	474,846.70 0.00 0.00 474,851.51	6,100.78 0.00 7,436.72 1,335.94	4.81 0.00 4.81 1,340.75	1,340.75



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79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	Various Various 935,000.00	929,252.09 0.00 0.00 929,504.57	746.70 0.00 1,233.68 486.98	252.48 0.00 252.48 739.46	739.46
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	529,863.63 0.00 0.00 529,870.89	1,799.79 1,987.50 143.54 331.25	7.26 0.00 7.26 338.51	338.51
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	741,061.09 0.00 0.00 741,224.21	9,085.42 9,187.50 1,429.17 1,531.25	163.12 0.00 163.12 1,694.37	1,694.37
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 01/15/2027	01/19/2022 01/24/2022 535,000.00	534,200.62 0.00 0.00 534,215.64	1,333.04 0.00 2,202.42 869.38	15.02 0.00 15.02 884.40	884.40
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 06/08/2027	08/26/2022 08/30/2022 1,100,000.00	1,096,319.23 0.00 0.00 1,096,382.65	10,418.34 0.00 14,184.01 3,765.67	63.42 0.00 63.42 3,829.09	3,829.09
89236TJD8	Toyota Motor Credit Corp Note 0.4% Due 04/06/2023	04/06/2021 04/09/2021 275,000.00	274,933.51 0.00 0.00 274,942.70	443.06 0.00 534.72 91.66	9.19 0.00 9.19 100.85	100.85
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 995,000.00	994,667.69 0.00 0.00 994,674.89	2,269.84 0.00 3,202.66 932.82	7.20 0.00 7.20 940.02	940.02
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 01/13/2025	01/10/2022 01/13/2022 810,000.00	809,143.37 0.00 0.00 809,173.08	1,566.00 0.00 2,544.75 978.75	29.71 0.00 29.71 1,008.46	1,008.46
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 234,382.55	257,374.72 0.00 23,018.90 234,359.05	40.04 75.08 36.46 71.50	3.23 0.00 3.23 74.73	74.73



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89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 285,000.00	284,995.41 0.00 0.00 284,995.57	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 684,563.66	732,954.69 0.00 48,458.51 684,504.01	84.70 158.82 79.11 153.23	7.83 0.00 7.83 161.06	161.06
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	638,032.23 0.00 0.00 638,368.09	563.33 0.00 1,213.33 650.00	335.86 0.00 335.86 985.86	985.86
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	954,028.02 0.00 0.00 954,061.42	2,175.28 0.00 3,806.74 1,631.46	33.40 0.00 33.40 1,664.86	1,664.86
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 1,500,000.00	1,514,752.77 0.00 0.00 1,514,193.25	11,372.28 0.00 14,123.64 2,751.36	0.00 559.52 (559.52) 2,191.84	2,191.84
912828B66	US Treasury Note 2.75% Due 02/15/2024	04/29/2019 04/30/2019 1,500,000.00	1,509,002.84 0.00 0.00 1,508,495.16	1,905.57 0.00 5,268.34 3,362.77	0.00 507.68 (507.68) 2,855.09	2,855.09
912828D56	US Treasury Note 2.375% Due 08/15/2024	03/05/2020 03/06/2020 1,500,000.00	1,548,873.04 0.00 0.00 1,546,819.55	1,645.72 0.00 4,549.93 2,904.21	0.00 2,053.49 (2,053.49) 850.72	850.72
912828T91	US Treasury Note Due 10/31/2023	05/29/2019 05/30/2019 0.00	1,492,891.65 0.00 1,493,025.46 0.00	8,213.32 8,743.21 0.00 529.89	133.81 0.00 133.81 663.70	663.70
912828V23	US Treasury Note 2.25% Due 12/31/2023	06/21/2019 06/24/2019 930,000.00	935,378.98 0.00 0.00 935,046.95	3,582.27 0.00 5,288.11 1,705.84	0.00 332.03 (332.03) 1,373.81	1,373.81



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912828X70	US Treasury Note 2% Due 04/30/2024	06/10/2019 06/11/2019 1,000,000.00	1,001,195.51 0.00 0.00 1,001,136.42	6,739.13 0.00 8,369.57 1,630.44	0.00 59.09 (59.09) 1,571.35	1,571.35
912828XX3	US Treasury Note 2% Due 06/30/2024	12/12/2019 12/13/2019 1,450,000.00	1,456,674.25 0.00 0.00 1,456,374.51	4,964.67 0.00 7,328.80 2,364.13	0.00 299.74 (299.74) 2,064.39	2,064.39
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 2,000,000.00	2,015,557.77 0.00 0.00 2,015,045.44	62.15 0.00 1,926.80 1,864.65	0.00 512.33 (512.33) 1,352.32	1,352.32
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	02/19/2021 02/22/2021 1,900,000.00	1,884,850.50 0.00 0.00 1,885,254.49	1,998.63 2,375.00 13.05 389.42	403.99 0.00 403.99 793.41	793.41
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/11/2021 02/12/2021 1,900,000.00	1,890,035.21 0.00 0.00 1,890,293.81	1,600.54 0.00 1,987.77 387.23	258.60 0.00 258.60 645.83	645.83
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 1,350,000.00	1,333,182.65 0.00 0.00 1,333,608.04	1,286.37 0.00 1,701.33 414.96	425.39 0.00 425.39 840.35	840.35
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	03/30/2021 03/31/2021 950,000.00	948,804.87 0.00 0.00 948,868.78	1,097.15 1,187.50 104.97 195.32	63.91 0.00 63.91 259.23	259.23
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/17/2021 09/20/2021 480,000.00	477,893.06 0.00 0.00 477,936.36	9.94 0.00 308.29 298.35	43.30 0.00 43.30 341.65	341.65
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	Various Various 2,820,000.00	2,796,919.63 0.00 0.00 2,797,384.33	10,382.37 12,337.50 67.80 2,022.93	464.70 0.00 464.70 2,487.63	2,487.63



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91282CED9	US Treasury Note 1.75% Due 03/15/2025	04/05/2022 04/07/2022 2,150,000.00	2,103,106.35 0.00 0.00 2,104,625.58	17,381.11 18,812.50 1,662.98 3,094.37	1,519.23 0.00 1,519.23 4,613.60	4,613.60
91282CEQ0	US Treasury Note 2.75% Due 05/15/2025	06/06/2022 06/07/2022 500,000.00	497,880.03 0.00 0.00 497,944.47	4,072.69 0.00 5,193.61 1,120.92	64.44 0.00 64.44 1,185.36	1,185.36
91282CEW7	US Treasury Note 3.25% Due 06/30/2027	Various Various 2,250,000.00	2,263,078.12 0.00 0.00 2,262,855.57	12,518.68 0.00 18,479.96 5,961.28	0.00 222.55 (222.55) 5,738.73	5,738.73
91282CFB2	US Treasury Note 2.75% Due 07/31/2027	08/22/2022 08/23/2022 600,000.00	589,878.90 0.00 0.00 590,048.15	1,434.78 0.00 2,779.89 1,345.11	169.25 0.00 169.25 1,514.36	1,514.36
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	Various Various 1,950,000.00	0.00 1,925,095.70 0.00 1,925,335.19	0.00 (1,894.86) 5,218.40 3,323.54	239.49 0.00 239.49 3,563.03	3,563.03
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 240,000.00	240,582.27 0.00 0.00 240,569.05	812.67 0.00 1,042.67 230.00	0.00 13.22 (13.22) 216.78	216.78
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	430,188.66 0.00 0.00 430,185.37	4,463.64 0.00 5,789.47 1,325.83	0.89 4.18 (3.29) 1,322.54	1,322.54
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 571,959.41	649,925.43 0.00 78,040.59 571,895.98	93.35 254.58 82.14 243.37	11.14 0.00 11.14 254.51	254.51
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 62,609.82	82,069.88 0.00 19,462.35 62,608.16	48.65 132.68 37.11 121.14	0.63 0.00 0.63 121.77	121.77



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931142ER0	Wal-Mart Stores	09/08/2021	234,640.74	1,124.08	7.30	212.93
	Callable Note Cont 08/17/2026	09/17/2021	0.00	1,233.75	0.00	
	1.05% Due 09/17/2026	235,000.00	0.00	95.96	7.30	
			234,648.04	205.63	212.93	
			99,349,034.21	411,407.70	7,638.38	
			1,925,095.70	178,096.13	19,766.74	
			1,872,289.93	373,408.12	(12,128.36)	
Total Fixed Income		99,171,368.72	99,389,711.62	140,096.55	127,968.19	127,968.19
CASH & EQUIVALENT						
316175884	Fidelity Institutional	07/25/2022	90,964.85	0.00	0.00	481.08
	Money Market Fund 696	07/25/2022	550,993.33	481.08	0.00	
		192,656.14	449,302.04	0.00	0.00	
			192,656.14	481.08	481.08	
			90,964.85	0.00	0.00	
			550,993.33	481.08	0.00	
			449,302.04	0.00	0.00	
Total Cash & Equivalent		192,656.14	192,656.14	481.08	481.08	481.08
			99,439,999.06	411,407.70	7,638.38	
			2,476,089.03	178,577.21	19,766.74	
			2,321,591.97	373,408.12	(12,128.36)	
TOTAL PORTFOLIO		99,364,024.86	99,582,367.76	140,577.63	128,449.27	128,449.27

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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
10/14/2022	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	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,040.56	29.17	1,069.73
10/15/2022	Paydown	47787NAC3	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,659.53	45.42	6,704.95
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	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	37,926.36	148.32	38,074.68
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
10/15/2022	Paydown	65479JAD5	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,645.59	349.47	9,995.06
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	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	21,992.54	118.74	22,111.28
10/15/2022	Paydown	58769EAC2	141,692.22	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	35,923.82	47.23	35,971.05
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	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,595.48	84.73	5,680.21

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2022	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	6,988.33	151.88	7,140.21
10/15/2022	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,774.58	68.36	8,842.94
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
10/16/2022	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
10/18/2022	Paydown	43813KAC6	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,859.57	94.55	21,954.12
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	3137BFE98	0.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
10/20/2022	Paydown	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
10/20/2022	Paydown	3137BXQY1	0.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
10/20/2022	Paydown	3137BDCW4	0.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
10/20/2022	Paydown	3137BQYS0	0.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
10/20/2022	Paydown	3137F4WZ1	0.00	FHLMC K731 A2 3.6% Due 2/25/2025	1,889.71	4,173.75	6,063.46
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	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,064.10	101.22	3,165.32
10/20/2022	Paydown	3137BKRJ1	0.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
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	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,614.80	224.02	19,838.82

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/21/2022	Paydown	43813GAC5	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,115.23	45.11	11,160.34
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	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
10/22/2022	Interest	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,718.75	4,718.75
10/23/2022	Interest	06051GHT9	900,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	16,015.50	16,015.50
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	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	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	45,685.60	4,168.08	49,853.68
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
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
10/28/2022	Interest	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
10/28/2022	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
10/31/2022	Interest	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	16,875.00	16,875.00



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Cash Flow Report

As of September 30, 2022

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
OCT 2022					237,775.80	158,791.98	396,567.78
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
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	91282CEQ0	500,000.00	US Treasury Note 2.75% Due 5/15/2025	0.00	6,875.00	6,875.00
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	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,599.31	80.90	5,680.21
11/15/2022	Paydown	477870AC3	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,042.73	27.25	1,069.98

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2022	Paydown	47787NAC3	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,662.14	42.59	6,704.73
11/15/2022	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,007.54	145.48	7,153.02
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	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,747.30	65.80	8,813.10
11/15/2022	Paydown	89240BAC2	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	37,938.69	140.10	38,078.79
11/15/2022	Paydown	58769EAC2	141,692.22	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	35,590.09	35.26	35,625.35
11/15/2022	Paydown	65479JAD5	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,667.29	333.96	10,001.25
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	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,000.60	111.78	22,112.38
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
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
11/16/2022	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	Interest	22160KAM7	600,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	9,000.00	9,000.00



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/18/2022	Paydown	43813KAC6	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,866.31	87.81	21,954.12
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	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,622.49	216.33	19,838.82
11/20/2022	Paydown	92348AAA3	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,070.99	96.27	3,167.26
11/21/2022	Paydown	43813GAC5	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,117.92	42.61	11,160.53
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	3137BQY50	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
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
11/25/2022	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
11/25/2022	Paydown	3137F4WZ1	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	45,839.63	4,031.03	49,870.66
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



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
NOV 2022					256,764.15	132,184.78	388,948.93
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
12/08/2022	Interest	89115A2C5	1,100,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	22,594.00	22,594.00
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	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	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,044.90	25.33	1,070.23
12/15/2022	Paydown	58769EAC2	141,692.22	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	35,256.19	23.39	35,279.58
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	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,603.13	77.08	5,680.21
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	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,008.67	104.81	22,113.48
12/15/2022	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,026.82	139.05	7,165.87
12/15/2022	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,719.73	63.25	8,782.98

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,664.75	39.76	6,704.51
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	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,689.03	318.42	10,007.45
12/15/2022	Paydown	89240BAC2	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	37,951.02	131.88	38,082.90
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	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,873.05	81.07	21,954.12
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	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,077.91	91.30	3,169.21
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
12/20/2022	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	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,630.17	208.65	19,838.82
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	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,120.60	40.11	11,160.71



City of Brea

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Cash Flow Report

As of September 30, 2022

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	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
12/25/2022	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	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	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	45,994.19	3,893.51	49,887.70
12/31/2022	Interest	91282XX3	1,450,000.00	US Treasury Note 2% Due 6/30/2024	0.00	14,500.00	14,500.00
12/31/2022	Interest	91282CEW7	2,250,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	36,562.50	36,562.50
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
DEC 2022					256,658.10	203,754.10	460,412.20
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
01/15/2023	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

Cash Flow Report

As of September 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,691.86	60.71	8,752.57
01/15/2023	Paydown	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,606.96	73.25	5,680.21
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	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,047.07	23.41	1,070.48
01/15/2023	Paydown	47787NAC3	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,667.37	36.92	6,704.29
01/15/2023	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,046.14	132.61	7,178.75
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	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	37,963.35	123.66	38,087.01
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
01/15/2023	Paydown	58769EAC2	141,692.22	Mercedes-Benz Auto Lease Trust 2020-B A3 0.4% Due 11/15/2023	34,922.12	11.64	34,933.76
01/15/2023	Paydown	65479JAD5	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,710.83	302.84	10,013.67
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
01/15/2023	Paydown	44891RAC4	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,016.74	97.84	22,114.58
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,879.80	74.32	21,954.12
01/20/2023	Paydown	92348AAA3	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,084.84	86.32	3,171.16
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	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,637.86	200.96	19,838.82
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	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,123.30	37.60	11,160.90
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
01/25/2023	Paydown	3137F4WZ1	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	46,149.26	3,755.53	49,904.79
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	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38



City of Brea

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Cash Flow Report

As of September 30, 2022

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
01/31/2023	Interest	91282CFB2	600,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	8,250.00	8,250.00
JAN 2023					305,237.50	75,389.91	380,627.41
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
02/12/2023	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	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	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	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	44891RAC4	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,024.81	90.87	22,115.68
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	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,669.97	34.09	6,704.06
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	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,732.70	287.21	10,019.91
02/15/2023	Paydown	89240BAC2	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	37,975.69	115.44	38,091.13

Cash Flow Report

As of September 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2023	Paydown	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,610.79	69.42	5,680.21
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	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,065.52	126.15	7,191.67
02/15/2023	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,663.71	58.17	8,721.88
02/15/2023	Paydown	477870AC3	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,049.26	21.48	1,070.74
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	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,886.54	67.58	21,954.12
02/20/2023	Paydown	92348AAA3	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,091.77	81.34	3,173.11
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
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	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,645.55	193.27	19,838.82
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	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,125.99	35.10	11,161.09
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



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Cash Flow Report

As of September 30, 2022

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	46,304.86	3,617.08	49,921.94
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	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	91282CFH9	1,950,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	30,468.75	30,468.75
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
FEB 2023					270,555.76	130,059.43	400,615.19
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
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
03/11/2023	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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,672.58	31.26	6,703.84
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
03/15/2023	Paydown	65479JAD5	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,754.58	271.56	10,026.14
03/15/2023	Paydown	89240BAC2	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	37,988.03	107.21	38,095.24
03/15/2023	Paydown	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,614.63	65.58	5,680.21
03/15/2023	Paydown	44891RAC4	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,032.89	83.89	22,116.78
03/15/2023	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,084.95	119.67	7,204.62
03/15/2023	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,635.26	55.65	8,690.91
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	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,051.44	19.55	1,070.99

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
03/16/2023	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	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,893.29	60.83	21,954.12
03/20/2023	Paydown	92348AAA3	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,098.73	76.34	3,175.07
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
03/20/2023	Paydown	92290BAA9	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,653.24	185.58	19,838.82
03/21/2023	Paydown	43813GAC5	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,128.67	32.60	11,161.27
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
03/23/2023	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	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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
03/25/2023	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	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	46,460.99	3,478.16	49,939.15
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
MAR 2023					328,920.13	169,796.95	498,717.08
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
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
04/14/2023	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	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,053.64	17.61	1,071.25
04/15/2023	Paydown	47787NAC3	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,675.20	28.42	6,703.62
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2023	Paydown	44891RAC4	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,040.96	76.92	22,117.88
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	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,776.53	255.88	10,032.41
04/15/2023	Paydown	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,618.47	61.74	5,680.21
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	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,104.43	113.18	7,217.61
04/15/2023	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,606.51	53.13	8,659.64
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
04/15/2023	Paydown	89240BAC2	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	38,000.38	98.98	38,099.36
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	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,900.04	54.08	21,954.12
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	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	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,660.94	177.88	19,838.82
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	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,105.70	71.33	3,177.03

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/21/2023	Paydown	43813GAC5	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,131.37	30.09	11,161.46
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
04/23/2023	Interest	06051GHT9	900,000.00	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	0.00	16,015.50	16,015.50
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	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
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	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	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	46,617.64	3,338.78	49,956.42
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	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
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
04/30/2023	Interest	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	16,875.00	16,875.00

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
APR 2023					604,172.88	138,324.39	742,497.27
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
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	91282CEQ0	500,000.00	US Treasury Note 2.75% Due 5/15/2025	0.00	6,875.00	6,875.00
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	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,049.05	69.94	22,118.99
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,798.53	240.15	10,038.68
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	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,055.83	15.67	1,071.50
05/15/2023	Paydown	47787NAC3	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,677.82	25.58	6,703.40
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	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	38,012.73	90.74	38,103.47
05/15/2023	Paydown	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,622.30	57.91	5,680.21
05/15/2023	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,123.97	106.67	7,230.64
05/15/2023	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,577.46	50.62	8,628.08
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	Interest	22160KAM7	600,000.00	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	0.00	9,000.00	9,000.00
05/18/2023	Paydown	43813KAC6	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,906.79	47.33	21,954.12

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/20/2023	Paydown	92348AAA3	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,112.69	66.31	3,179.00
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	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,668.64	170.18	19,838.82
05/21/2023	Paydown	43813GAC5	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,134.05	27.59	11,161.64
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	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	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	46,774.82	3,198.93	49,973.75
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	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
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

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2023					1,959,985.43	130,984.93	2,090,970.36
06/01/2023	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
06/01/2023	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
06/08/2023	Interest	3130A0F70	1,075,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	18,140.63	18,140.63
06/08/2023	Interest	89115A2C5	1,100,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	22,594.00	22,594.00
06/14/2023	Interest	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	21,562.51	21,562.51
06/15/2023	Interest	63743HFE7	1,000,000.00	National Rural Utilities Note 3.45% Due 6/15/2025	0.00	17,250.00	17,250.00
06/15/2023	Paydown	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,626.15	54.06	5,680.21
06/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
06/15/2023	Paydown	477870AC3	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,058.02	13.73	1,071.75
06/15/2023	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,143.56	100.14	7,243.70
06/15/2023	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,548.10	48.12	8,596.22
06/15/2023	Paydown	44891RAC4	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,057.13	62.96	22,120.09
06/15/2023	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	21,038.92	80.09	21,119.01
06/15/2023	Paydown	47787NAC3	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,680.43	22.74	6,703.17
06/15/2023	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	16,723.79	159.59	16,883.38
06/15/2023	Paydown	65479JAD5	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,820.58	224.39	10,044.97



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2023	Paydown	89240BAC2	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	38,025.08	82.51	38,107.59
06/15/2023	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	10,982.59	135.67	11,118.26
06/15/2023	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	12,881.86	161.01	13,042.87
06/16/2023	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	0.00	133.17	133.17
06/16/2023	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
06/17/2023	Interest	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	4,500.00	4,500.00
06/18/2023	Interest	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	5,596.88	5,596.88
06/18/2023	Paydown	43813KAC6	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,913.55	40.57	21,954.12
06/19/2023	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
06/20/2023	Paydown	92348AAA3	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,119.69	61.28	3,180.97
06/20/2023	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	58,158.54	151.32	58,309.86
06/20/2023	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
06/20/2023	Paydown	92290BAA9	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,676.35	162.47	19,838.82
06/21/2023	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	13,832.93	213.52	14,046.45
06/21/2023	Paydown	43813GAC5	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,136.75	25.08	11,161.83
06/23/2023	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
06/25/2023	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
06/25/2023	Paydown	3137F4WZ1	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	46,932.53	3,058.60	49,991.13
06/25/2023	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
06/25/2023	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	27,161.05	250.13	27,411.18
06/25/2023	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	48,744.10	93.90	48,838.00
06/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
06/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
06/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
06/30/2023	Interest	912828V23	930,000.00	US Treasury Note 2.25% Due 12/31/2023	0.00	10,462.50	10,462.50
06/30/2023	Interest	912828XX3	1,450,000.00	US Treasury Note 2% Due 6/30/2024	0.00	14,500.00	14,500.00
06/30/2023	Interest	91282CEW7	2,250,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	36,562.50	36,562.50
JUN 2023					411,261.70	198,330.50	609,592.20
07/07/2023	Interest	3135G0X24	1,875,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	15,234.38	15,234.38
07/13/2023	Interest	89236TJT3	810,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	5,872.50	5,872.50
07/15/2023	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
07/15/2023	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
07/15/2023	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	10,984.43	128.89	11,113.32

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2023	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,518.45	45.62	8,564.07
07/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
07/15/2023	Paydown	477870AC3	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,060.23	11.78	1,072.01
07/15/2023	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	12,889.48	153.39	13,042.87
07/15/2023	Paydown	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,629.99	50.22	5,680.21
07/15/2023	Paydown	44891RAC4	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,065.22	55.97	22,121.19
07/15/2023	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,163.20	93.59	7,256.79
07/15/2023	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	21,045.76	73.43	21,119.19
07/15/2023	Paydown	47787NAC3	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,683.04	19.91	6,702.95
07/15/2023	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	16,725.32	152.34	16,877.66
07/15/2023	Paydown	65479JAD5	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,842.68	208.59	10,051.27
07/15/2023	Paydown	89240BAC2	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	38,037.44	74.27	38,111.71
07/16/2023	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,164.38	133.17	11,297.55
07/16/2023	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
07/17/2023	Interest	24422EVN6	640,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	0.00	1,440.00	1,440.00
07/18/2023	Paydown	43813KAC6	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,920.31	33.81	21,954.12
07/20/2023	Paydown	92348AAA3	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,126.72	56.23	3,182.95

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/20/2023	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	58,170.17	132.42	58,302.59
07/20/2023	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
07/20/2023	Paydown	92290BAA9	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,684.05	154.77	19,838.82
07/21/2023	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
07/21/2023	Interest	3137EAEU9	1,800,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	3,375.01	3,375.01
07/21/2023	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	13,836.16	203.38	14,039.54
07/21/2023	Paydown	43813GAC5	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,139.43	22.58	11,162.01
07/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
07/25/2023	Paydown	3137F4WZ1	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	47,090.77	2,917.81	50,008.58
07/25/2023	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	27,188.89	225.23	27,414.12
07/25/2023	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
07/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
07/25/2023	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	48,755.87	80.50	48,836.37
07/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
07/25/2023	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
07/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
07/31/2023	Interest	91282CFB2	600,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	8,250.00	8,250.00



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JUL 2023					422,721.99	73,814.98	496,536.97
08/05/2023	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
08/12/2023	Interest	3137EAE0	1,920,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	14,400.00	14,400.00
08/15/2023	Interest	912828B66	1,500,000.00	US Treasury Note 2.75% Due 2/15/2024	0.00	20,625.00	20,625.00
08/15/2023	Interest	912828D56	1,500,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	17,812.50	17,812.50
08/15/2023	Interest	69371RQ25	195,000.00	Paccar Financial Corp Note 2.15% Due 8/15/2024	0.00	2,096.25	2,096.25
08/15/2023	Paydown	89240BAC2	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	38,049.80	66.03	38,115.83
08/15/2023	Paydown	47787NAC3	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,685.66	17.07	6,702.73
08/15/2023	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	16,726.86	145.09	16,871.95
08/15/2023	Paydown	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,633.84	46.37	5,680.21
08/15/2023	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	10,986.26	122.12	11,108.38
08/15/2023	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,182.91	87.02	7,269.93
08/15/2023	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,488.49	43.14	8,531.63
08/15/2023	Paydown	44891RAC4	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,073.31	48.98	22,122.29
08/15/2023	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	21,052.60	66.76	21,119.36
08/15/2023	Paydown	65479JAD5	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,864.82	192.77	10,057.59
08/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2023	Paydown	477870AC3	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,062.45	9.82	1,072.27
08/15/2023	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	12,897.11	145.76	13,042.87
08/16/2023	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,166.99	126.84	11,293.83
08/16/2023	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	0.00	210.00	210.00
08/18/2023	Paydown	43813KAC6	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,927.06	27.06	21,954.12
08/20/2023	Paydown	92348AAA3	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,133.75	51.18	3,184.93
08/20/2023	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	58,181.81	113.51	58,295.32
08/20/2023	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
08/20/2023	Paydown	92290BAA9	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,691.76	147.06	19,838.82
08/21/2023	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	13,839.39	193.23	14,032.62
08/21/2023	Paydown	43813GAC5	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,142.13	20.07	11,162.20
08/24/2023	Maturity	3137EAEV7	1,025,000.00	FHLMC Note 0.25% Due 8/24/2023	1,025,000.00	1,281.25	1,026,281.25
08/25/2023	Interest	3135G05X7	1,800,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	3,375.00	3,375.00
08/25/2023	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
08/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
08/25/2023	Paydown	3137F4WZ1	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	47,249.55	2,776.53	50,026.08
08/25/2023	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	27,216.76	200.31	27,417.07



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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2023	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	48,767.67	67.08	48,834.75
08/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
08/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
08/25/2023	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	0.00	4,541.63	4,541.63
08/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
08/31/2023	Interest	91282CCW9	480,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	1,800.00	1,800.00
08/31/2023	Interest	91282CFH9	1,950,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	30,468.75	30,468.75
08/31/2023	Interest	912828ZC7	2,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	11,250.00	11,250.00
AUG 2023					1,448,020.98	128,410.86	1,576,431.84
09/03/2023	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
09/08/2023	Interest	3130AB3H7	1,500,000.00	FHLB Note 2.375% Due 3/8/2024	0.00	17,812.50	17,812.50
09/11/2023	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
09/12/2023	Maturity	3135G0U43	1,500,000.00	FNMA Note 2.875% Due 9/12/2023	1,500,000.00	21,562.50	1,521,562.50
09/13/2023	Interest	3130A2UW4	1,200,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	17,250.00	17,250.00
09/15/2023	Interest	91282CBR1	950,000.00	US Treasury Note 0.25% Due 3/15/2024	0.00	1,187.50	1,187.50
09/15/2023	Interest	91282CED9	2,150,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	18,812.50	18,812.50
09/15/2023	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

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As of September 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2023	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
09/15/2023	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
09/15/2023	Paydown	44933LAC7	400,000.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	21,059.44	60.10	21,119.54
09/15/2023	Paydown	65479JAD5	217,292.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	9,887.01	176.90	10,063.91
09/15/2023	Paydown	89238JAC9	285,000.00	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	12,904.74	138.13	13,042.87
09/15/2023	Paydown	477870AC3	15,838.09	John Deere Owner Trust 2019-B A3 2.21% Due 12/15/2023	1,064.65	7.87	1,072.52
09/15/2023	Paydown	47787NAC3	106,866.12	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	6,688.29	14.22	6,702.51
09/15/2023	Paydown	47789QAC4	385,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	16,728.39	137.84	16,866.23
09/15/2023	Paydown	89240BAC2	684,563.66	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	38,062.17	57.78	38,119.95
09/15/2023	Paydown	43813DAC2	123,988.04	Honda Auto Receivables 2020-2 A3 0.82% Due 7/15/2024	5,637.69	42.52	5,680.21
09/15/2023	Paydown	44935FAD6	220,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	10,988.08	115.35	11,103.43
09/15/2023	Paydown	47789KAC7	165,688.61	John Deere Owner Trust 2020-A A3 1.1% Due 8/15/2024	7,202.66	80.44	7,283.10
09/15/2023	Paydown	89236XAC0	234,382.55	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	8,458.22	40.66	8,498.88
09/15/2023	Paydown	44891RAC4	374,971.87	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	22,081.41	41.99	22,123.40
09/15/2023	Paydown	43815BAC4	495,000.00	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	0.00	775.50	775.50
09/16/2023	Paydown	380146AC4	200,000.00	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,426.56	210.00	9,636.56
09/16/2023	Paydown	362554AC1	235,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,169.60	120.51	11,290.11

Cash Flow Report

As of September 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/17/2023	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
09/18/2023	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
09/18/2023	Paydown	43813KAC6	306,648.06	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	21,933.82	20.30	21,954.12
09/20/2023	Paydown	36262XAC8	640,000.00	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	58,193.45	94.60	58,288.05
09/20/2023	Paydown	36265MAC9	505,000.00	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	62,898.89	799.58	63,698.47
09/20/2023	Paydown	92348AAA3	62,609.82	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	3,140.80	46.11	3,186.91
09/20/2023	Paydown	92290BAA9	571,959.41	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	19,699.48	139.34	19,838.82
09/21/2023	Paydown	43813GAC5	200,485.74	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	11,144.81	17.57	11,162.38
09/21/2023	Paydown	43815GAC3	305,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	13,842.61	183.09	14,025.70
09/23/2023	Interest	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	3,384.38	3,384.38
09/25/2023	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
09/25/2023	Paydown	09690AAC7	585,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	48,779.43	53.68	48,833.11
09/25/2023	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
09/25/2023	Paydown	05601XAC3	300,000.00	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	27,244.66	175.36	27,420.02
09/25/2023	Paydown	3137BFE98	850,000.00	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,246.13	2,246.13
09/25/2023	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
09/25/2023	Paydown	3137BDCW4	1,650,000.00	FHLMC K039 A2 3.303% Due 7/25/2024	147,289.83	4,541.63	151,831.46

Cash Flow Report
As of September 30, 2022

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/25/2023	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
09/25/2023	Paydown	3137F4WZ1	1,389,361.22	FHLMC K731 A2 3.6% Due 2/25/2025	47,408.86	2,634.78	50,043.64
09/30/2023	Interest	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	12,337.50	12,337.50
09/30/2023	Interest	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	2,375.00	2,375.00
SEP 2023					2,142,935.55	168,063.08	2,310,998.63
TOTAL					8,645,009.97	1,707,905.89	10,352,915.86



City of Brea

Account #120

Book Value Report

As of September 30, 2022

MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$7,793,000.05	\$4,056,967.73	\$3,736,032.32	\$0.00	\$7,793,000.05
Agency	\$27,121,863.81	\$4,097,987.15	\$6,938,239.41	\$16,085,637.25	\$27,121,863.81
CMO	\$7,339,498.07	\$0.00	\$4,007,706.56	\$3,331,791.51	\$7,339,498.07
Corporate	\$26,682,955.65	\$274,942.70	\$2,294,009.23	\$24,114,003.72	\$26,682,955.65
Money Market Fund	\$192,656.14	\$192,656.14	\$0.00	\$0.00	\$192,656.14
Municipal Bonds	\$908,376.92	\$0.00	\$0.00	\$908,376.92	\$908,376.92
Supranational	\$2,852,751.07	\$0.00	\$0.00	\$2,852,751.07	\$2,852,751.07
US Treasury	\$26,691,266.05	\$0.00	\$7,396,741.37	\$19,294,524.68	\$26,691,266.05
TOTAL	\$99,582,367.76	\$8,622,553.72	\$24,372,728.89	\$66,587,085.15	\$99,582,367.76



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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 & Disclosures



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index*	<p>The ICE BofA 1-5 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 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 & 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&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 September 1, 2022 to September 30, 2022

Questions?

If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
BETH BERGMAN
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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

	09/30/2022 MARKET	09/30/2022 BOOK VALUE
Beginning Market And Cost	9,752,337.86	9,709,079.93
Investment Activity		
Interest	7,090.51	7,090.51
Dividends	10,070.31	10,070.31
Realized Gain/Loss	- 1,566.37	- 1,566.37
Change In Unrealized Gain/Loss	- 656,173.03	.00
Net Accrued Income (Current-Prior)	4,164.68	4,164.68
Total Investment Activity	- 636,413.90	19,759.13
Plan Expenses		
Trust Fees	- 2,341.20	- 2,341.20
Total Plan Expenses	- 2,341.20	- 2,341.20
Other Activity		
Transfers To Checking Account	- 2,031.74	- 2,031.74
Total Other Activity	- 2,031.74	- 2,031.74
Net Change In Market And Cost	- 640,786.84	15,386.19
Ending Market And Cost	9,111,551.02	9,724,466.12

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CASH RECONCILIATION

Beginning Cash	1,608.29
Investment Activity	
Interest	7,090.51
Dividends	10,070.31
Cash Equivalent Purchases	- 53,261.90
Mutual Fund Purchases	- 79,523.01
Cash Equivalent Sales	2,462.25
Mutual Fund Sales	99,107.03
Total Investment Activity	- 14,054.81
Plan Expenses	
Trust Fees	- 2,341.20
Total Plan Expenses	- 2,341.20
Other Activity	
Transfers To Checking Account	- 2,031.74
Total Other Activity	- 2,031.74
Net Change In Cash	- 18,427.75
Ending Cash	- 16,819.46

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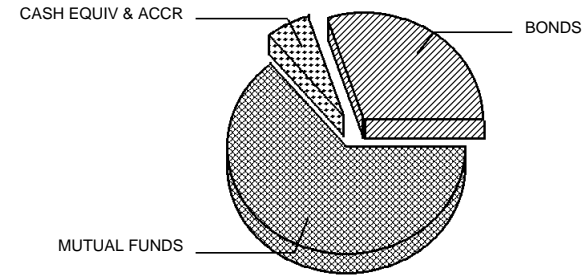
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ASSET SUMMARY

ASSETS	09/30/2022 MARKET	09/30/2022 BOOK VALUE	% OF MARKET
Cash And Equivalents	523,364.83	523,364.83	5.75
Corporate Issues	2,560,796.50	2,912,705.75	28.10
Foreign Issues	169,323.00	215,911.00	1.86
Mutual Funds-Equity	5,051,272.30	5,200,895.69	55.44
Mutual Funds-Fixed Income	779,039.79	843,834.25	8.55
Total Assets	9,083,796.42	9,696,711.52	99.70
Accrued Income	27,754.60	27,754.60	0.30
Grand Total	9,111,551.02	9,724,466.12	100.00

Estimated Annual Income 205,670.82



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
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl Z 31846V567 Asset Minor Code 1	540,184.290	540,184.29 1.0000	540,184.29	.00 .00	924.60	2.74
Total Money Markets	540,184.290	540,184.29	540,184.29	.00 .00	924.60	2.74
Cash						
Cash		1,683.68	1,683.68			
Pending Cash		- 18,503.14	- 18,503.14			
Total Cash	.000	- 16,819.46	- 16,819.46	.00 .00	.00	0.00
Total Cash And Equivalents	540,184.290	523,364.83	523,364.83	.00 .00	924.60	2.83

Corporate Issues

At T Inc 4.250% 3/01/27 Standard & Poors Rating: BBB Moody's Rating: Baa2 00206RDQ2 Asset Minor Code 28	150,000.000	143,950.50 95.9670	165,376.50	- 21,426.00 - 4,621.50	531.25	4.43
Amgen Inc 2.450% 2/21/30 Standard & Poors Rating: A- Moody's Rating: Baa1 031162CU2 Asset Minor Code 28	200,000.000	165,038.00 82.5190	201,692.00	- 36,654.00 - 9,966.00	544.44	2.97

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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	149,334.00 99.5560	158,403.00	- 9,069.00 - 384.00	451.25	2.86
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	84,281.00 84.2810	110,797.00	- 26,516.00 - 4,731.00	603.31	3.79
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	184,536.00 92.2680	214,712.00	- 30,176.00 - 7,408.00	1,032.60	3.73
Cigna Corp 4.375% 10/15/28 Standard & Poors Rating: A- Moody's Rating: Baa1 125523AH3 Asset Minor Code 28	200,000.000	188,850.00 94.4250	224,486.00	- 35,636.00 - 8,106.00	4,034.72	4.63
Cvs Health Corp 4.875% 7/20/35 Standard & Poors Rating: BBB Moody's Rating: Baa2 126650CM0 Asset Minor Code 28	50,000.000	45,148.00 90.2960	50,975.00	- 5,827.00 - 3,663.00	480.73	5.40
Capital One 3.800% 1/31/28 Standard & Poors Rating: BBB Moody's Rating: Baa1 14040HBW4 Asset Minor Code 28	200,000.000	180,730.00 90.3650	228,776.00	- 48,046.00 - 8,250.00	1,287.78	4.21
Exxon Mobil Corp 2.709% 3/06/25 Standard & Poors Rating: AA- Moody's Rating: Aa2 30231GAF9 Asset Minor Code 28	100,000.000	95,536.00 95.5360	102,857.00	- 7,321.00 - 1,770.00	188.13	2.84

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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
Fifth Third Bancorp 2.550% 5/05/27 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 316773DA5 Asset Minor Code 28	150,000.000	133,371.00 88.9140	145,131.00	- 11,760.00 - 4,813.50	1,551.25	2.87
Goldman Sachs Group 3.691% 6/05/28 Standard & Poors Rating: BBB+ Moody's Rating: A2 38141GWL4 Asset Minor Code 28	200,000.000	180,846.00 90.4230	215,860.00	- 35,014.00 - 8,206.00	2,378.64	4.08
Huntington 2.625% 8/06/24 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 446150AQ7 Asset Minor Code 28	50,000.000	47,763.50 95.5270	50,542.50	- 2,779.00 - 757.50	200.52	2.75
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A- Moody's Rating: A3 45866FAD6 Asset Minor Code 28	100,000.000	96,496.00 96.4960	104,231.00	- 7,735.00 - 2,511.00	1,250.00	3.89
Jp Morgan Chase Co 2.700% 5/18/23 Standard & Poors Rating: A- Moody's Rating: A1 46625HRL6 Asset Minor Code 28	75,000.000	74,280.00 99.0400	74,970.75	- 690.75 - 294.00	748.13	2.73
Keycorp Mtn 2.250% 4/06/27 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 49326EEK5 Asset Minor Code 28	150,000.000	130,206.00 86.8040	159,477.00	- 29,271.00 - 4,600.50	1,640.63	2.59
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	94,063.00 94.0630	103,111.00	- 9,048.00 - 2,314.00	351.39	2.92

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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
Nike Inc 2.375% 11/01/26 Standard & Poors Rating: AA- Moody's Rating: A1 654106AF0 Asset Minor Code 28	150,000.000	136,915.50 91.2770	144,841.00	- 7,925.50 - 5,497.50	1,484.38	2.60
Pnc Financial 3.500% 1/23/24 Standard & Poors Rating: A- Moody's Rating: A3 693475AV7 Asset Minor Code 28	100,000.000	98,410.00 98.4100	105,422.00	- 7,012.00 - 1,277.00	661.11	3.56
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	71,652.00 95.5360	73,932.75	- 2,280.75 - 1,666.50	865.10	2.88
Sempra Energy 3.400% 2/01/28 Standard & Poors Rating: BBB Moody's Rating: Baa2 816851BG3 Asset Minor Code 28	75,000.000	67,815.00 90.4200	72,821.25	- 5,006.25 - 3,027.75	425.00	3.76
Stryker Corp 3.375% 11/01/25 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 863667AH4 Asset Minor Code 28	100,000.000	95,146.00 95.1460	100,401.00	- 5,255.00 - 2,325.00	1,406.25	3.55
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: BBB+ Moody's Rating: A1 94974BGA2 Asset Minor Code 28	100,000.000	96,429.00 96.4290	103,890.00	- 7,461.00 - 2,333.00	201.67	3.42
Total Corporate Issues	2,775,000.000	2,560,796.50	2,912,705.75	- 351,909.25 - 88,522.75	22,318.28	3.51

Foreign Issues

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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
Enbridge Inc 3.125% 11/15/29 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 29250NAZ8 Asset Minor Code 35	100,000.000	85,514.00 85.5140	109,497.00	- 23,983.00 - 4,862.00	1,180.56	3.65
Shell International 2.375% 11/07/29 Standard & Poors Rating: A+ Moody's Rating: Aa2 822582CD2 Asset Minor Code 35	100,000.000	83,809.00 83.8090	106,414.00	- 22,605.00 - 4,366.00	950.00	2.83
Total Foreign Issues	200,000.000	169,323.00	215,911.00	- 46,588.00 - 9,228.00	2,130.56	3.24

Mutual Funds

Mutual Funds-Equity

Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	20,100.261	524,817.81 26.1100	513,445.43	11,372.38 - 55,116.96	.00	0.79
Dfa Large Cap Intl Port. 233203868 Asset Minor Code 98	14,779.168	293,218.69 19.8400	330,135.90	- 36,917.21 - 31,005.52	2,381.07	4.06
Dodge Cox International Stock Fd I 256206103 Asset Minor Code 98	2,198.465	83,541.67 38.0000	80,347.77	3,193.90 - 10,239.66	.00	3.10
Dodge Cox Stock Fund I 256219106 Asset Minor Code 98	2,412.758	477,822.59 198.0400	434,683.04	43,139.55 - 50,472.77	.00	1.66
Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	4,686.906	299,118.34 63.8200	362,165.10	- 63,046.76 - 28,653.66	.00	0.00

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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
Hartford Schroders Emerging Markets 41665X859 Asset Minor Code 98	23,685.522	318,096.56 13.4300	363,999.43	- 45,902.87 - 37,021.90	.00	1.97
Ishares S P 500 Value Etf 464287408 Asset Minor Code 94	1,705.000	219,126.60 128.5200	222,766.93	- 3,640.33 - 21,484.98	.00	2.31
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	8,118.000	504,533.70 62.1500	453,711.87	50,821.83 - 53,717.22	.00	1.60
Mfs International Growth R6 552746356 Asset Minor Code 98	2,582.728	83,861.18 32.4700	76,044.86	7,816.32 - 10,439.01	.00	1.49
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	4,587.727	299,119.80 65.2000	330,131.32	- 31,011.52 - 31,389.38	.00	0.00
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	5,194.394	376,905.23 72.5600	342,168.04	34,737.19 - 46,820.44	.00	1.25
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	12,494.678	999,699.19 80.0100	963,955.44	35,743.75 - 99,926.85	.00	1.72
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	2,318.000	185,834.06 80.1700	196,142.39	- 10,308.33 - 26,561.80	.00	3.89
Vanguard Small Cap Growth Index Etf 922908595 Asset Minor Code 94	1,976.000	385,576.88 195.1300	531,198.17	- 145,621.29 - 36,375.92	.00	0.51
Total Mutual Funds-Equity	106,839.607	5,051,272.30	5,200,895.69	- 149,623.39 - 539,226.07	2,381.07	1.55

Mutual Funds-Fixed Income

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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
P I M C O High Yield Fund Instl 693390841 Asset Minor Code 99	10,882.985	81,078.24 7.4500	98,216.40	- 17,138.16 - 3,591.38	.00	5.53
Vanguard Short Term Invst Grade #539 922031836 Asset Minor Code 99	70,931.052	697,961.55 9.8400	745,617.85	- 47,656.30 - 15,604.83	.09	1.91
Total Mutual Funds-Fixed Income	81,814.037	779,039.79	843,834.25	- 64,794.46 - 19,196.21	.09	2.28
Total Mutual Funds	188,653.644	5,830,312.09	6,044,729.94	- 214,417.85 - 558,422.28	2,381.16	1.64
Total Assets	3,703,837.934	9,083,796.42	9,696,711.52	- 612,915.10 - 656,173.03	27,754.60	2.27
Accrued Income	.000	27,754.60	27,754.60			
Grand Total	3,703,837.934	9,111,551.02	9,724,466.12			

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.

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ASSET DETAIL MESSAGES (continued)

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
Cash And Equivalents								
540,184.290	First Am Govt Ob Fd CI Z 31846V567		10/03/22	0.03	898.51	924.60	898.51	924.60
Total Cash And Equivalents					898.51	924.60	898.51	924.60
Corporate Issues								
150,000.000	At T Inc 00206RDQ2	4.250%	3/01/27		3,187.50	531.25	3,187.50	531.25
200,000.000	Amgen Inc 031162CU2	2.450%	2/21/30		136.11	408.33	.00	544.44
150,000.000	Apple Inc 037833BU3	2.850%	2/23/23		95.00	356.25	.00	451.25
100,000.000	Bank Of America Mtn 06051GHV4	3.194%	7/23/30		337.14	266.17	.00	603.31
200,000.000	Bank Ny Mellon Mtn 06406RAB3	3.442%	2/07/28		458.93	573.67	.00	1,032.60
200,000.000	Cigna Corp 125523AH3	4.375%	10/15/28		3,305.56	729.16	.00	4,034.72
50,000.000	Cvs Health Corp 126650CM0	4.875%	7/20/35		277.60	203.13	.00	480.73
200,000.000	Capital One 14040HBW4	3.800%	1/31/28		654.44	633.34	.00	1,287.78
100,000.000	Exxon Mobil Corp 30231GAF9	2.709%	3/06/25		1,316.88	225.75	1,354.50	188.13
150,000.000	Fifth Third Bancorp 316773DA5	2.550%	5/05/27		1,232.50	318.75	.00	1,551.25
200,000.000	Goldman Sachs Group 38141GWL4	3.691%	6/05/28		1,763.48	615.16	.00	2,378.64

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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
50,000.000	Huntington 446150AQ7	2.625%	8/06/24		91.15	109.37	.00	200.52
100,000.000	Intercontinental 45866FAD6	3.750%	12/01/25		937.50	312.50	.00	1,250.00
75,000.000	Jp Morgan Chase Co 46625HRL6	2.700%	5/18/23		579.38	168.75	.00	748.13
150,000.000	Keycorp Mtn 49326EEK5	2.250%	4/06/27		1,359.38	281.25	.00	1,640.63
100,000.000	Kimberly Clark Corp 494368BU6	2.750%	2/15/26		122.22	229.17	.00	351.39
150,000.000	Nike Inc 654106AF0	2.375%	11/01/26		1,187.50	296.88	.00	1,484.38
100,000.000	Pnc Financial 693475AV7	3.500%	1/23/24		369.44	291.67	.00	661.11
75,000.000	Pepsico Inc 713448CT3	2.750%	4/30/25		693.23	171.87	.00	865.10
75,000.000	Sempra Energy 816851BG3	3.400%	2/01/28		212.50	212.50	.00	425.00
100,000.000	Stryker Corp 863667AH4	3.375%	11/01/25		1,125.00	281.25	.00	1,406.25
100,000.000	Wells Fargo Mtn 94974BGA2	3.300%	9/09/24		1,576.67	275.00	1,650.00	201.67
Total Corporate Issues					21,019.11	7,491.17	6,192.00	22,318.28
Foreign Issues								
100,000.000	Enbridge Inc 29250NAZ8	3.125%	11/15/29		920.14	260.42	.00	1,180.56
100,000.000	Shell International 822582CD2	2.375%	11/07/29		752.08	197.92	.00	950.00

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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
Total Foreign Issues					1,672.22	458.34	.00	2,130.56
Mutual Funds-Equity								
14,779.168	Dfa Large Cap Intl Port. 233203868	09/29/22	09/30/22	0.81	.00	2,381.07	.00	2,381.07
2,412.758	Dodge Cox Stock Fund I 256219106	09/27/22	09/28/22	3.28	.00	1,606.90	1,606.90	.00
1,705.000	Ishares S P 500 Value Etf 464287408	09/26/22	09/30/22	2.97	.00	1,515.08	1,515.08	.00
8,118.000	Ishares Russell Mid Cap Etf 464287499	09/26/22	09/30/22	1.00	.00	2,563.39	2,563.39	.00
2,318.000	Vanguard Real Estate Etf 922908553	09/23/22	09/28/22	3.12	.00	1,910.69	1,910.69	.00
1,976.000	Vanguard Small Cap Growth Index Etf 922908595	09/23/22	09/28/22	1.00	.00	790.57	790.57	.00
Total Mutual Funds-Equity					.00	10,767.70	8,386.63	2,381.07
Mutual Funds-Fixed Income								
10,882.985	P I M C O High Yield Fund Instl 693390841		09/30/22	0.41	.00	395.44	395.44	.00
70,931.052	Vanguard Short Term Invt Grade #539 922031836	09/30/22	10/03/22	0.19	.08	1,288.25	1,288.24	.09
Total Mutual Funds-Fixed Income					.08	1,683.69	1,683.68	.09
Grand Total					23,589.92	21,325.50	17,160.82	27,754.60

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INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
At T Inc 4.250% 3/01/27 00206Rdq2		
09/01/2022	At T Inc 4.250% 3/01/27 0.02125 USD/\$1 Pv On 150,000 Par Value Due 9/1/22	3,187.50
Exxon Mobil Corp 2.709% 3/06/25 30231Gaf9		
09/06/2022	Exxon Mobil Corp 2.709% 3/06/25 0.013545 USD/\$1 Pv On 100,000 Par Value Due 9/6/22	1,354.50
First Am Govt Ob Fd Cl Z 31846V567		
09/01/2022	Interest From 8/1/22 To 8/31/22	898.51
Wells Fargo Mtn 3.300% 9/09/24 94974Bga2		
09/09/2022	Wells Fargo Mtn 3.300% 9/09/24 0.0165 USD/\$1 Pv On 100,000 Par Value Due 9/9/22	1,650.00
Total Interest		7,090.51
Dividends		
Dodge Cox Stock Fund I 256219106		
09/29/2022	0.69 USD/Share On 2,328.84 Shares Due 9/28/22 Dividend Payable 09/28/22	1,606.90
Ishares Russell Mid Cap Etf 464287499		
09/30/2022	0.31792 USD/Share On 8,063 Shares Due 9/30/22	2,563.39
Ishares S P 500 Value Etf 464287408		

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
09/30/2022	0.913251 USD/Share On 1,659 Shares Due 9/30/22	1,515.08
P I M C O High Yield Fund Instl 693390841		
09/30/2022	Dividend From 9/1/22 To 9/30/22	395.44
Vanguard Real Estate Etf 922908553		
09/29/2022	0.9164 USD/Share On 2,085 Shares Due 9/28/22	1,910.69
Vanguard Short Term Invst Grade #539 922031836		
09/30/2022	Dividend	1,288.24
Vanguard Small Cap Growth Index Etf 922908595		
09/28/2022	0.3906 USD/Share On 2,024 Shares Due 9/28/22	790.57
Total Dividends		10,070.31

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PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
09/27/2022	Collected Charged For Period 08/01/2022 Thru 08/31/2022	- 2,341.20
Total Trust Fees		- 2,341.20
Total Trust Fees		- 2,341.20
Total Plan Expenses		- 2,341.20

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OTHER ACTIVITY

DATE	DESCRIPTION	CASH
Transfers To Checking Account		
ACH Transfer To Checking		
09/29/2022	Paid To Jp Morgan Chase DDA Xxxxxx9737 Pars Admin Fee, Per Dir Dtd 09/28/2022	- 2,031.74
Total ACH Transfer To Checking		- 2,031.74
Total Transfers To Checking Account		- 2,031.74
Total Other Activity		- 2,031.74

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PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
09/01/2022	Purchased 3,187.5 Units Of First Am Govt Ob Fd CI Z Trade Date 9/1/22 31846V567	3,187.500	.00	- 3,187.50	3,187.50
09/02/2022	Purchased 2,506.8 Units Of First Am Govt Ob Fd CI Z Trade Date 9/2/22 31846V567	2,506.800	.00	- 2,506.80	2,506.80
09/06/2022	Purchased 1,354.5 Units Of First Am Govt Ob Fd CI Z Trade Date 9/6/22 31846V567	1,354.500	.00	- 1,354.50	1,354.50
09/09/2022	Purchased 1,650 Units Of First Am Govt Ob Fd CI Z Trade Date 9/9/22 31846V567	1,650.000	.00	- 1,650.00	1,650.00
09/28/2022	Purchased 790.57 Units Of First Am Govt Ob Fd CI Z Trade Date 9/28/22 31846V567	790.570	.00	- 790.57	790.57
09/30/2022	Purchased 43,772.53 Units Of First Am Govt Ob Fd CI Z Trade Date 9/30/22 31846V567	43,772.530	.00	- 43,772.53	43,772.53
Total First Am Govt Ob Fd CI Z		53,261.900	.00	- 53,261.90	53,261.90
Total Cash And Equivalents		53,261.900	.00	- 53,261.90	53,261.90

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Mutual Funds-Equity					
09/29/2022	Purchased 1,108.983 Shares Of Dfa Large Cap Intl Port. Trade Date 9/29/22 1,108.983 Shares At 19.94 USD 233203868	1,108.983	.00	- 22,113.12	22,113.12
Total Dfa Large Cap Intl Port.		1,108.983	.00	- 22,113.12	22,113.12
09/29/2022	Purchased 83.918 Shares Of Dodge Cox Stock Fund I Trade Date 9/29/22 83.918 Shares At 200.34 USD 256219106	83.918	.00	- 16,812.23	16,812.23
Total Dodge Cox Stock Fund I		83.918	.00	- 16,812.23	16,812.23
09/29/2022	Purchased 949.406 Shares Of Hartford Schroders Emerging Markets Trade Date 9/29/22 949.406 Shares At 13.39 USD 41665X859	949.406	.00	- 12,712.55	12,712.55
Total Hartford Schroders Emerging Markets		949.406	.00	- 12,712.55	12,712.55
09/29/2022	Purchased 55 Shares Of Ishares Russell Mid Cap Etf Trade Date 9/29/22 Purchased Through Evercore Isi 55 Shares At 62.4357 USD 464287499	55.000	1.93	- 3,435.89	3,435.89
Total Ishares Russell Mid Cap Etf		55.000	1.93	- 3,435.89	3,435.89

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
09/29/2022	Purchased 46 Shares Of Ishares S P 500 Value Etf Trade Date 9/29/22 Purchased Through Evercore Isi 46 Shares At 129.9479 USD 464287408	46.000	1.61	- 5,979.21	5,979.21
Total Ishares S P 500 Value Etf		46.000	1.61	- 5,979.21	5,979.21
09/29/2022	Purchased 233 Shares Of Vanguard Real Estate Etf Trade Date 9/29/22 Purchased Through Evercore Isi 233 Shares At 79.2354 USD 922908553	233.000	8.16	- 18,470.01	18,470.01
Total Vanguard Real Estate Etf		233.000	8.16	- 18,470.01	18,470.01
Total Mutual Funds-Equity		2,476.307	11.70	- 79,523.01	79,523.01
Total Purchases		55,738.207	11.70	- 132,784.91	132,784.91

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SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
09/27/2022	Sold 2,341.2 Units Of First Am Govt Ob Fd CI Z Trade Date 9/27/22 31846V567	- 2,341.200	.00	2,341.20	- 2,341.20	.00
09/29/2022	Sold 121.05 Units Of First Am Govt Ob Fd CI Z Trade Date 9/29/22 31846V567	- 121.050	.00	121.05	- 121.05	.00
Total First Am Govt Ob Fd CI Z		- 2,462.250	.00	2,462.25	- 2,462.25	.00
Total Cash And Equivalents		- 2,462.250	.00	2,462.25	- 2,462.25	.00
Mutual Funds-Equity						
09/29/2022	Sold 12.776 Shares Of Columbia Contrarian Core Fund Trade Date 9/29/22 12.776 Shares At 26.48 USD 19766M709	- 12.776	.00	338.31	- 326.35	11.96
Total Columbia Contrarian Core Fund		- 12.776	.00	338.31	- 326.35	11.96
09/29/2022	Sold 368.725 Shares Of Dodge Cox International Stock Fd I Trade Date 9/29/22 368.725 Shares At 38.00 USD 256206103	- 368.725	.00	14,011.55	- 13,475.87	535.68
Total Dodge Cox International Stock Fd I		- 368.725	.00	14,011.55	- 13,475.87	535.68

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ACCOUNT 6746050800

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Period from September 1, 2022 to September 30, 2022

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
09/29/2022	Sold 211.224 Shares Of Harbor Capital Appreciaton CI R Trade Date 9/29/22 211.224 Shares At 64.79 USD 411512528	- 211.224	.00	13,685.20	- 16,321.63	- 2,636.43
Total Harbor Capital Appreciaton CI R		- 211.224	.00	13,685.20	- 16,321.63	- 2,636.43
09/29/2022	Sold 561.283 Shares Of Mfs International Growth R6 Trade Date 9/29/22 561.283 Shares At 32.46 USD 552746356	- 561.283	.00	18,219.25	- 16,526.20	1,693.05
Total Mfs International Growth R6		- 561.283	.00	18,219.25	- 16,526.20	1,693.05
09/29/2022	Sold 116.161 Shares Of Price T Rowe Growth Stk Fd Inc Trade Date 9/29/22 116.161 Shares At 66.16 USD 741479406	- 116.161	.00	7,685.21	- 8,358.91	- 673.70
Total Price T Rowe Growth Stk Fd Inc		- 116.161	.00	7,685.21	- 8,358.91	- 673.70
09/29/2022	Sold 350.938 Shares Of Undiscovered Mgrs Behavioral Value Trade Date 9/29/22 350.938 Shares At 73.07 USD 904504479	- 350.938	.00	25,643.04	- 23,117.18	2,525.86
Total Undiscovered Mgrs Behavioral Value		- 350.938	.00	25,643.04	- 23,117.18	2,525.86

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
09/29/2022	Sold 125 Shares Of Vanguard Growth & Income Adm Shs#593 Trade Date 9/29/22 125 Shares At 81.14 USD 921913208	- 125.000	.00	10,142.50	- 9,643.66	498.84
Total Vanguard Growth & Income Adm Shs#593		- 125.000	.00	10,142.50	- 9,643.66	498.84
09/29/2022	Sold 48 Shares Of Vanguard Small Cap Growth Index Etf Trade Date 9/29/22 Sold Through Ubs Securities LLC Paid 1.68 USD Brokerage Paid 0.22 USD Sec Fee 48 Shares At 195.4972 USD 922908595	- 48.000	1.68	9,381.97	- 12,903.60	- 3,521.63
Total Vanguard Small Cap Growth Index Etf		- 48.000	1.68	9,381.97	- 12,903.60	- 3,521.63
Total Mutual Funds-Equity		- 1,794.107	1.68	99,107.03	- 100,673.40	- 1,566.37
Total Sales And Maturities		- 4,256.357	1.68	101,569.28	- 103,135.65	- 1,566.37

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

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PENDING TRADES

TRADE DATE	SETTLE DATE	DESCRIPTION	SHARES/ PAR VALUE	BOOK VALUE	CASH
Purchases					
09/29/2022	10/03/2022	Purchased 46 Shares Of Ishares S P 500 Value Etf Trade Date 9/29/22 Purchased Through Evercore Isi Paid 1.61 USD Brokerage 46 Shares At 129.9479 USD 464287408	46.000	5,979.21	- 5,979.21
09/29/2022	10/03/2022	Purchased 55 Shares Of Ishares Russell Mid Cap Etf Trade Date 9/29/22 Purchased Through Evercore Isi Paid 1.93 USD Brokerage Purchased On The OTC Bulletin Board 55 Shares At 62.4357 USD 464287499	55.000	3,435.89	- 3,435.89
09/29/2022	10/03/2022	Purchased 233 Shares Of Vanguard Real Estate Etf Trade Date 9/29/22 Purchased Through Evercore Isi Paid 8.16 USD Brokerage Purchased On The OTC Bulletin Board 233 Shares At 79.2354 USD 922908553	233.000	18,470.01	- 18,470.01
Total Purchases			334.000	27,885.11	- 27,885.11
Sales					
09/29/2022	10/03/2022	Sold 48 Shares Of Vanguard Small Cap Growth Index Etf Trade Date 9/29/22 Sold Through Ubs Securities LLC Paid 1.68 USD Brokerage Paid 0.22 USD Sec Fee Sold On The OTC Bulletin Board 48 Shares At 195.4972 USD 922908595	- 48.000	- 12,903.60	9,381.97

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PARS/CITY OF BREA 115P PEN
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PENDING TRADES (continued)

TRADE DATE	SETTLE DATE	DESCRIPTION	SHARES/ PAR VALUE	BOOK VALUE	CASH
Total Sales			- 48.000	- 12,903.60	9,381.97
Net Trades Pending Settlement			286.000	14,981.51	- 18,503.14

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BOND SUMMARY

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
SHORT-TERM MATURITY DETAIL			
121 to 180 Days			
Apple Inc 2.850% 2/23/23	150,000.00	149,334.00	100.00
Total 121 to 180 Days	150,000.00	149,334.00	100.00
Total	150,000.00	149,334.00	100.00

MATURITY SUMMARY

2022	.00	.00	0.00
2023	225,000.00	223,614.00	8.20
2024	250,000.00	242,602.50	8.89
2025	375,000.00	358,830.00	13.15
2026	250,000.00	230,978.50	8.46
2027	450,000.00	407,527.50	14.92
2028	875,000.00	802,777.00	29.40
2029	200,000.00	169,323.00	6.20
2030	300,000.00	249,319.00	9.13
2031	.00	.00	0.00
2032 - 2036	50,000.00	45,148.00	1.65
Total	2,975,000.00	2,730,119.50	100.00

MOODY'S RATING

Aaa	150,000.00	149,334.00	5.47
Aa2	200,000.00	179,345.00	6.57
A1	600,000.00	563,812.50	20.65
A2	400,000.00	359,190.00	13.16
A3	200,000.00	194,906.00	7.14
Baa1	1,150,000.00	1,026,618.50	37.60
Baa2	275,000.00	256,913.50	9.41
Total	2,975,000.00	2,730,119.50	100.00

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BOND SUMMARY (continued)

		PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
S&P RATING				
AA+	150,000.00	149,334.00	5.47	
AA-	250,000.00	232,451.50	8.51	
A+	175,000.00	155,461.00	5.69	
A	300,000.00	278,599.00	10.21	
A-	775,000.00	707,355.00	25.91	
BBB+	850,000.00	769,275.50	28.18	
BBB	475,000.00	437,643.50	16.03	
Total	2,975,000.00	2,730,119.50	100.00	

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PARS/CITY OF BREA 115P PEN
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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
Aaa Bonds						
Apple Inc 2.850% 2/23/23 037833BU3 Standard & Poors Rating: AA+	150,000.000	99.5560	149,334.00	158,403.00	- 9,069.00	3.97
Aa2 Bonds						
Exxon Mobil Corp 2.709% 3/06/25 Next Call Date 12/06/2024 30231GAF9 Standard & Poors Rating: AA-	100,000.000	95.5360	95,536.00	102,857.00	- 7,321.00	4.67
Shell International 2.375% 11/07/29 Next Call Date 08/07/2029 822582CD2 Standard & Poors Rating: A+	100,000.000	83.8090	83,809.00	106,414.00	- 22,605.00	5.12
Total Aa2 Bonds			179,345.00	209,271.00	- 29,926.00	
A1 Bonds						
Bank Ny Mellon Mtn 3.442% 2/07/28 Next Call Date 02/07/2027 06406RAB3 Standard & Poors Rating: A	200,000.000	92.2680	184,536.00	214,712.00	- 30,176.00	5.11
Jp Morgan Chase Co 2.700% 5/18/23 Next Call Date 03/18/2023 46625HRL6 Standard & Poors Rating: A-	75,000.000	99.0400	74,280.00	74,970.75	- 690.75	4.25
Nike Inc 2.375% 11/01/26 Next Call Date 09/01/2026 654106AF0 Standard & Poors Rating: AA-	150,000.000	91.2770	136,915.50	144,841.00	- 7,925.50	4.75

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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
Pepsico Inc 2.750% 4/30/25 Next Call Date 01/30/2025 713448CT3 Standard & Poors Rating: A+	75,000.000	95.5360	71,652.00	73,932.75	- 2,280.75	4.60
Wells Fargo Mtn 3.300% 9/09/24 94974BGA2 Standard & Poors Rating: BBB+	100,000.000	96.4290	96,429.00	103,890.00	- 7,461.00	5.26
Total A1 Bonds			563,812.50	612,346.50	- 48,534.00	
A2 Bonds						
Bank Of America Mtn 3.194% 7/23/30 Next Call Date 07/23/2029 06051GHV4 Standard & Poors Rating: A-	100,000.000	84.2810	84,281.00	110,797.00	- 26,516.00	5.72
Goldman Sachs Group 3.691% 6/05/28 Next Call Date 06/05/2027 38141GWL4 Standard & Poors Rating: BBB+	200,000.000	90.4230	180,846.00	215,860.00	- 35,014.00	5.69
Kimberly Clark Corp 2.750% 2/15/26 494368BU6 Standard & Poors Rating: A	100,000.000	94.0630	94,063.00	103,111.00	- 9,048.00	4.67
Total A2 Bonds			359,190.00	429,768.00	- 70,578.00	
A3 Bonds						
Intercontinental 3.750% 12/01/25 Next Call Date 09/01/2025 45866FAD6 Standard & Poors Rating: A-	100,000.000	96.4960	96,496.00	104,231.00	- 7,735.00	4.96

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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	98.4100	98,410.00	105,422.00	- 7,012.00	4.76
Total A3 Bonds			194,906.00	209,653.00	- 14,747.00	
Baa1 Bonds						
Amgen Inc 2.450% 2/21/30 Next Call Date 11/21/2029 031162CU2 Standard & Poors Rating: A-	200,000.000	82.5190	165,038.00	201,692.00	- 36,654.00	5.34
Capital One 3.800% 1/31/28 Next Call Date 12/31/2027 14040HBW4 Standard & Poors Rating: BBB	200,000.000	90.3650	180,730.00	228,776.00	- 48,046.00	5.93
Cigna Corp 4.375% 10/15/28 Next Call Date 07/15/2028 125523AH3 Standard & Poors Rating: A-	200,000.000	94.4250	188,850.00	224,486.00	- 35,636.00	5.47
Enbridge Inc 3.125% 11/15/29 Next Call Date 08/15/2029 29250NAZ8 Standard & Poors Rating: BBB+	100,000.000	85.5140	85,514.00	109,497.00	- 23,983.00	5.62
Fifth Third Bancorp 2.550% 5/05/27 Next Call Date 04/05/2027 316773DA5 Standard & Poors Rating: BBB+	150,000.000	88.9140	133,371.00	145,131.00	- 11,760.00	5.30
Huntington 2.625% 8/06/24 Next Call Date 07/06/2024 446150AQ7 Standard & Poors Rating: BBB+	50,000.000	95.5270	47,763.50	50,542.50	- 2,779.00	5.19

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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	86.8040	130,206.00	159,477.00	- 29,271.00	5.60
Stryker Corp 3.375% 11/01/25 Next Call Date 08/01/2025 863667AH4 Standard & Poors Rating: BBB+	100,000.000	95.1460	95,146.00	100,401.00	- 5,255.00	5.09
Total Baa1 Bonds			1,026,618.50	1,220,002.50	- 193,384.00	
Baa2 Bonds						
At T Inc 4.250% 3/01/27 Next Call Date 12/01/2026 00206RDQ2 Standard & Poors Rating: BBB	150,000.000	95.9670	143,950.50	165,376.50	- 21,426.00	5.28
Cvs Health Corp 4.875% 7/20/35 126650CM0 Standard & Poors Rating: BBB	50,000.000	90.2960	45,148.00	50,975.00	- 5,827.00	5.97
Sempra Energy 3.400% 2/01/28 Next Call Date 10/01/2027 816851BG3 Standard & Poors Rating: BBB	75,000.000	90.4200	67,815.00	72,821.25	- 5,006.25	5.50
Total Baa2 Bonds			256,913.50	289,172.75	- 32,259.25	
GRAND TOTAL			2,730,119.50	3,128,616.75	- 398,497.25	



Brea CFD 2008 2 17 Reserve Fund

Account #10600

Portfolio Summary

As of September 30, 2022

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.96
Average Coupon	1.87%
Average Purchase YTM	1.99%
Average Market YTM	3.87%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.06 yrs
Average Life	2.06 yrs

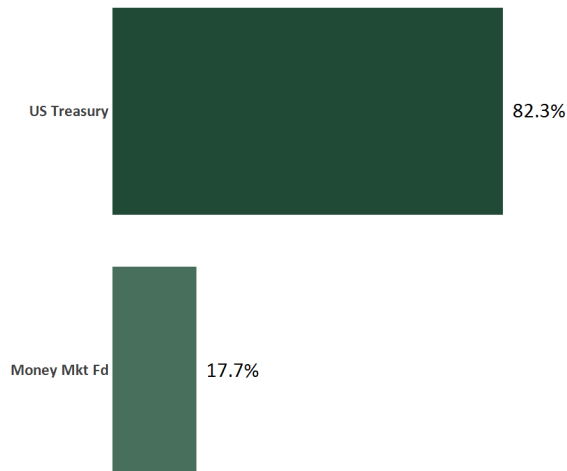
ACCOUNT SUMMARY

	Beg. Values as of 8/31/22	End Values as of 9/30/22
Market Value	650,948	643,093
Accrued Interest	3,124	2,544
Total Market Value	654,071	645,637
Income Earned	1,142	872
Cont/WD		0
Par	677,760	679,145
Book Value	673,803	675,256
Cost Value	674,096	675,481

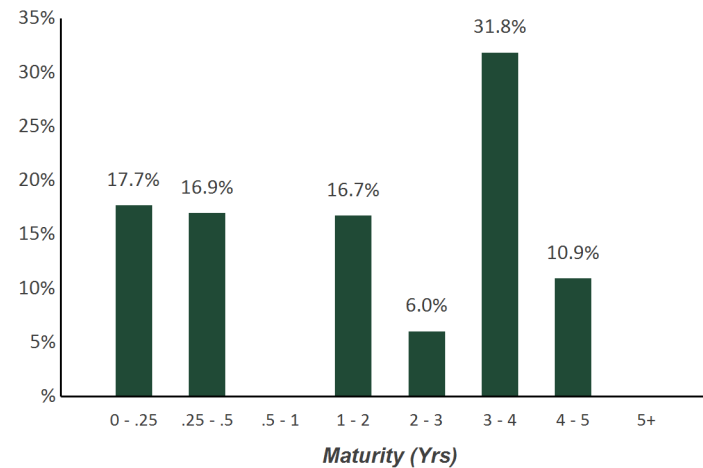
TOP ISSUERS

Government of United States	82.3%
Invesco Treasury Portfolio MMF	17.7%
Total	100.0%

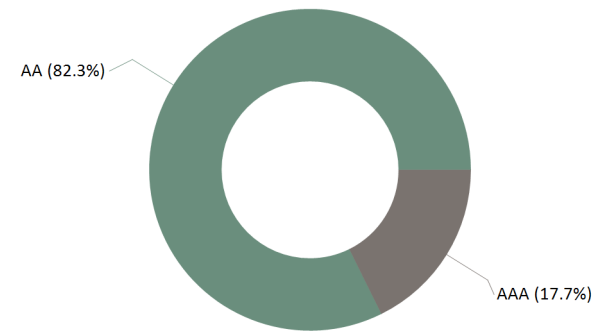
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&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	-1.29%	-1.67%	-4.11%	-4.45%	-2.38%	-0.25%	N/A	N/A	1.14%
ICE BofA 3-5 Yr US Treasury & Agency Index	-2.56%	-3.45%	-9.02%	-9.88%	-5.56%	-1.80%	N/A	N/A	0.40%



Brea CFD 2008 2 17 Reserve Fund

Account #10600

Reconciliation Summary

As of September 30, 2022

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$673,802.76
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$1,384.60	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$1,384.60
<u>Dispositions</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	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$68.24	
		\$68.24
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$675,255.60

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$112,760.43
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$1,375.00	
Dividend Received	\$9.60	
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	
Total Acquisitions	\$1,384.60	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$114,145.03



Brea CFD 2008 2 17 Reserve Fund

Account #10600

Holdings Report

As of September 30, 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
MONEY MARKET FUND									
825252109	Invesco Treasury MMFD Private Class	114,145.03	Various 2.58%	114,145.03 114,145.03	1.00 2.58%	114,145.03 0.00	17.68% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		114,145.03	2.58%	114,145.03 114,145.03	2.58%	114,145.03 0.00	17.68% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
9128284D9	US Treasury Note 2.5% Due 3/31/2023	110,000.00	06/13/2018 2.84%	108,345.70 109,829.00	99.35 3.82%	109,286.76 7.55	16.93% (542.24)	Aaa / AA+ AAA	0.50 0.49
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	110,000.00	06/18/2019 1.84%	113,381.64 111,117.15	97.16 4.33%	106,871.82 1,038.72	16.71% (4,245.33)	Aaa / AA+ AAA	1.62 1.55
912828G38	US Treasury Note 2.25% Due 11/15/2024	40,000.00	03/15/2022 2.01%	40,251.56 40,200.22	95.96 4.26%	38,382.80 339.95	6.00% (1,817.42)	Aaa / AA+ AAA	2.13 2.03
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	115,000.00	12/30/2020 0.38%	114,986.52 114,991.24	88.44 4.22%	101,707.61 108.98	15.77% (13,283.63)	Aaa / AA+ AAA	3.25 3.16
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	60,000.00	01/19/2022 1.53%	57,309.38 57,773.66	88.09 4.24%	52,856.28 37.91	8.19% (4,917.38)	Aaa / AA+ AAA	3.34 3.24
912828R36	US Treasury Note 1.625% Due 5/15/2026	55,000.00	01/19/2022 1.56%	55,154.69 55,129.76	91.43 4.20%	50,286.34 337.58	7.84% (4,843.42)	Aaa / AA+ AAA	3.62 3.43
912828X88	US Treasury Note 2.375% Due 5/15/2027	75,000.00	06/28/2022 3.30%	71,906.25 72,069.54	92.74 4.11%	69,556.65 672.81	10.88% (2,512.89)	Aaa / AA+ AAA	4.62 4.27
Total US Treasury		565,000.00	1.87%	561,335.74 561,110.57	4.15%	528,948.26 2,543.50	82.32% (32,162.31)	Aaa / AA+ AAA	2.50 2.38
TOTAL PORTFOLIO		679,145.03	1.99%	675,480.77 675,255.60	3.87%	643,093.29 2,543.50	100.00% (32,162.31)	Aaa / AA+ AAA	2.06 1.96
TOTAL MARKET VALUE PLUS ACCRUED						645,636.79			



Brea CFD 2008 2 17 Reserve Fund

Account #10600

Transaction Ledger

As of September 30, 2022

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/02/2022	825252109	9.60	Invesco Treasury MMFD Private Class	1.000	1.85%	9.60	0.00	9.60	0.00
Purchase	09/30/2022	825252109	1,375.00	Invesco Treasury MMFD Private Class	1.000	2.58%	1,375.00	0.00	1,375.00	0.00
Subtotal			1,384.60				1,384.60	0.00	1,384.60	0.00
TOTAL ACQUISITIONS										
			1,384.60				1,384.60	0.00	1,384.60	0.00
OTHER TRANSACTIONS										
Interest	09/30/2022	9128284D9	110,000.00	US Treasury Note 2.5% Due 3/31/2023	0.000		1,375.00	0.00	1,375.00	0.00
Subtotal			110,000.00				1,375.00	0.00	1,375.00	0.00
Dividend	09/02/2022	825252109	112,760.43	Invesco Treasury MMFD Private Class	0.000		9.60	0.00	9.60	0.00
Subtotal			112,760.43				9.60	0.00	9.60	0.00
TOTAL OTHER TRANSACTIONS										
			222,760.43				1,384.60	0.00	1,384.60	0.00



Brea CFD 2008 2 17 Reserve Fund

Account #10600

Income Earned

As of September 30, 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
FIXED INCOME						
9128284D9	US Treasury Note 2.5% Due 03/31/2023	06/13/2018 06/14/2018 110,000.00	109,800.65 0.00 0.00 109,829.00	1,157.10 1,375.00 7.55 225.45	28.35 0.00 28.35 253.80	253.80
912828G38	US Treasury Note 2.25% Due 11/15/2024	03/15/2022 03/16/2022 40,000.00	40,207.96 0.00 0.00 40,200.22	266.58 0.00 339.95 73.37	0.00 7.74 (7.74) 65.63	65.63
912828R36	US Treasury Note 1.625% Due 05/15/2026	01/19/2022 01/20/2022 55,000.00	55,132.70 0.00 0.00 55,129.76	264.72 0.00 337.58 72.86	0.00 2.94 (2.94) 69.92	69.92
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	06/18/2019 06/19/2019 110,000.00	111,173.76 0.00 0.00 111,117.15	814.54 0.00 1,038.72 224.18	0.00 56.61 (56.61) 167.57	167.57
912828X88	US Treasury Note 2.375% Due 05/15/2027	06/28/2022 06/29/2022 75,000.00	72,017.42 0.00 0.00 72,069.54	527.60 0.00 672.81 145.21	52.12 0.00 52.12 197.33	197.33
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	12/30/2020 12/31/2020 115,000.00	114,991.02 0.00 0.00 114,991.24	73.83 0.00 108.98 35.15	0.22 0.00 0.22 35.37	35.37
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	01/19/2022 01/20/2022 60,000.00	57,718.82 0.00 0.00 57,773.66	19.57 0.00 37.91 18.34	54.84 0.00 54.84 73.18	73.18
			561,042.33	3,123.94	135.53	
			0.00	1,375.00	67.29	
			0.00	2,543.50	68.24	
Total Fixed Income		565,000.00	561,110.57	794.56	862.80	862.80



Brea CFD 2008 2 17 Reserve Fund

Account #10600

Income Earned

As of September 30, 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
CASH & EQUIVALENT						
825252109	Invesco	Various	112,760.43	0.00	0.00	9.60
	Treasury MMFD Private Class	Various	1,384.60	9.60	0.00	
		114,145.03	0.00	0.00	0.00	
			114,145.03	9.60	9.60	
			112,760.43	0.00	0.00	
			1,384.60	9.60	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalent		114,145.03	114,145.03	9.60	9.60	9.60
			673,802.76	3,123.94	135.53	
			1,384.60	1,384.60	67.29	
			0.00	2,543.50	68.24	
TOTAL PORTFOLIO		679,145.03	675,255.60	804.16	872.40	872.40



Brea CFD 2008 2 17 Reserve Fund

Account #10600

Cash Flow Report

As of September 30, 2022

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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	912828X88	75,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	890.63	890.63
NOV 2022					0.00	3,162.51	3,162.51
12/31/2022	Interest	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	215.63	215.63
DEC 2022					0.00	215.63	215.63
01/31/2023	Interest	91282CBH3	60,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	112.50	112.50
JAN 2023					0.00	112.50	112.50
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
MAR 2023					110,000.00	1,375.00	111,375.00
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
05/15/2023	Interest	912828X88	75,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	890.63	890.63
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
MAY 2023					0.00	3,162.51	3,162.51
06/30/2023	Interest	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	215.63	215.63
JUN 2023					0.00	215.63	215.63

Cash Flow Report

As of September 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/31/2023	Interest	91282CBH3	60,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	112.50	112.50
JUL 2023					0.00	112.50	112.50
TOTAL					110,000.00	8,356.28	118,356.28



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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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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 & Disclosures



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

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: September and October Outgoing Payment Logs and November 18 and 25, 2022
City Disbursement Registers

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

September Outgoing Payment Log

October Outgoing Payment Log

11-18-2022 City Disbursement Register

11-25-2022 City Disbursement Register

City of Brea
Outgoing Payment Log
September 2022

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
9/2/2022	ICMA	Retiree medical benefit	\$ 38,891.21
9/2/2022	CALPERS	Medical payment	329,560.60
9/6/2022	Elavon	Golf credit card processing fees	5,079.75
9/6/2022	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees	5,069.75
9/6/2022	Paypal	Paypal processing fees	125.55
9/7/2022		Retiree medical benefit	2,466.24
9/9/2022	ADP	ILJAO Payroll service fee	133.45
9/9/2022	Brea Payroll	Employee deductions	92,719.44
9/9/2022	Brea Payroll	Brea staff payroll	924,925.88
9/9/2022	EDD	Payroll State taxes	64,026.39
9/9/2022	CA SDU	Child support payments	567.69
9/9/2022	IRS	Payroll Federal taxes	202,182.07
9/13/2022	CALPERS	Member retirement	217,087.27
9/14/2022	CA Dept of Tax	Sales tax	1,008.44
9/20/2022	Paymentus	Monthly service fee	5,930.83
9/20/2022	Telecheck	Telecheck processing fees	97.52
9/22/2022	Citizens Business Bank	Monthly banking service fee	2,440.26
9/23/2022	Brea Payroll	Employee deductions	103,874.29
9/23/2022	Brea Payroll	Brea staff payroll	933,856.66
9/23/2022	EDD	Payroll State taxes	62,395.91
9/23/2022	CA SDU	Child support payments	567.69
9/23/2022	IRS	Payroll Federal taxes	197,315.16
9/26/2022	CALPERS	Member retirement	218,736.19
9/29/2022	ILJAO Payroll	ILJAO staff salary & payroll taxes	13,119.23
9/30/2022	ICMA	Retiree medical benefit	43,367.75
Subtotal			\$ 3,466,315.22
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	75,235.35
	Various	General Liability Claims	8,287.61
Subtotal			\$ 83,522.96
Total			<u>\$ 3,549,838.18</u>

City of Brea
Outgoing Payment Log
October 2022

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
10/3/2022	Elavon	Golf credit card processing fees	\$ 7,600.25
10/4/2022	CALPERS	Medical payment	340,978.93
10/4/2022	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees	5,262.28
10/4/2022	Paypal	Paypal processing fees	121.65
10/7/2022	ADP	ILJAO Payroll service fee	133.45
10/7/2022	Brea Payroll	Employee deductions	87,212.72
10/7/2022	Brea Payroll	Brea staff payroll	955,464.62
10/7/2022	EDD	Payroll State taxes	67,137.91
10/7/2022	CA SDU	Child support payments	567.69
10/7/2022	IRS	Payroll Federal taxes	214,090.90
10/12/2022	CALPERS	Member retirement	238,022.19
10/20/2022	Telecheck	Telecheck processing fees	276.27
10/20/2022	ICMA	Retiree medical benefit	41,922.57
10/21/2022	Paymentus	Monthly service fee	6,350.33
10/21/2022	Brea Payroll	Employee deductions	86,022.81
10/21/2022	Brea Payroll	Brea staff payroll	926,793.62
10/21/2022	EDD	Payroll State taxes	62,825.43
10/21/2022	CA SDU	Child support payments	567.69
10/21/2022	IRS	Payroll Federal taxes	199,544.31
10/24/2022	Citizens Business Bank	Monthly banking service fee	2,429.48
10/25/2022	CALPERS	Member retirement	222,116.37
10/27/2022	CA Dept of Tax	Sales tax	390.97
10/28/2022	ILJAO Payroll	ILJAO staff salary & payroll taxes	13,119.23
Subtotal			\$ 3,478,951.67
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	132,667.85
	Various	General Liability Claims	20,500.89
Subtotal			\$ 153,168.74
Total			<u><u>\$ 3,632,120.41</u></u>

City Disbursement Register

Between Nov 14, 2022 12:00 AM and Nov 18, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
191579	AAA ELECTRIC MOTOR SALES, INC.	11/18/2022	3615	490515151	MOTOR	\$70.34
AAA ELECTRIC MOTOR SALES, INC.					Total Check Amount:	\$70.34
191580	ANAHEIM EMBROIDERY, INC	11/18/2022	18722	110111151	PROMO HATS EMBROIDERY	\$451.20
ANAHEIM EMBROIDERY, INC					Total Check Amount:	\$451.20
191581	AT&T CALNET	11/18/2022	20391	475141471	CALNET OCT 2022	\$3,902.21
AT&T CALNET					Total Check Amount:	\$3,902.21
191582	CA BUILDING EVALUATION & CONST INC.	11/18/2022	31875	510707977	SR CTR GENERATOR PP#2	\$42,702.50
CA BUILDING EVALUATION & CONST INC.					Total Check Amount:	\$42,702.50
191583	CALLYO 2009 CORP	11/18/2022	30811	110212121	2223 CALLYO PATROL ED	\$10,780.00
CALLYO 2009 CORP					Total Check Amount:	\$10,780.00
191584	CARBON HEALTH MEDICAL GROUP	11/18/2022	31936	110141481	HR MED SVCS SEPT 2022	\$460.00
CARBON HEALTH MEDICAL GROUP					Total Check Amount:	\$460.00
191585	CHARTER COMMUNICATIONS	11/18/2022	31694	110212111	CABLE CHGS NOV 2022	\$384.66
		11/18/2022	31694	110404211	CABLE CHGS NOV 2022	\$230.04
		11/18/2022	31694	110111143	CABLE CHGS NOV 2022	\$34.51
		11/18/2022	31694	110111161	CABLE CHGS NOV 2022	\$17.76
		11/18/2022	31694	110141481	CABLE CHGS NOV 2022	\$17.76
		11/18/2022	31694	110222211	CABLE CHGS NOV 2022	\$71.06
		11/18/2022	31694	110404311	CABLE CHGS NOV 2022	\$17.76
		11/18/2022	31694	420515131	CABLE CHGS NOV 2022	\$271.94
		11/18/2022	31694	490515151	CABLE CHGS NOV 2022	\$17.76
		11/18/2022	31694	110111151	CABLE CHGS NOV 2022	\$69.03
		11/18/2022	31694	110404521	CABLE CHGS NOV 2022	\$38.66
		11/18/2022	31694	110323212	CABLE CHGS NOV 2022	\$86.79
CHARTER COMMUNICATIONS					Total Check Amount:	\$1,257.73
191586	CHARTER COMMUNICATIONS	11/18/2022	31694	110111143	CABLE CHGS OCT 2022	\$83.69
CHARTER COMMUNICATIONS					Total Check Amount:	\$83.69
191588	CITY OF BREA - WATER DEPT	11/18/2022	2039	110515148	WATER 9/7-10/8	\$4,788.84
		11/18/2022	2039	341515112	WATER 9/7-10/8	\$2,418.97
		11/18/2022	2039	345515112	WATER 9/7-10/8	\$2,950.13
		11/18/2022	2039	360515147	WATER 9/7-10/8	\$392.53
		11/18/2022	2039	361515143	WATER 9/7-10/8	\$699.40
		11/18/2022	2039	346515112	WATER 9/7-10/8	\$5,924.70
		11/18/2022	2039	361515148	WATER 9/7-10/8	\$127.33
		11/18/2022	2039	430515123	WATER 9/7-10/8	\$121.61
		11/18/2022	2039	110404422	WATER 9/7-10/8	\$904.62
		11/18/2022	2039	110515143	WATER 9/7-10/8	\$19,340.70

City Disbursement Register

Between Nov 14, 2022 12:00 AM and Nov 18, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
191588	CITY OF BREA - WATER DEPT	11/18/2022	2039	343515112	WATER 9/7-10/8	\$3,780.12
		11/18/2022	2039	360515145	WATER 9/7-10/8	\$9,115.41
		11/18/2022	2039	465515149	WATER 9/7-10/8	\$42,555.93
		11/18/2022	2039	110404521	WATER 9/7-10/8	\$994.39
		11/18/2022	2039	347515112	WATER 9/7-10/8	\$764.26
		11/18/2022	2039	420515131	WATER 9/7-10/8	\$184.01
		11/18/2022	2039	490515151	WATER 9/7-10/8	\$45,448.53
CITY OF BREA - WATER DEPT					Total Check Amount:	\$140,511.48
191589	CLARK & SONS CONTRACTING CORP	11/18/2022	27119	420000000	CLOSED WATER ACCOUNT	\$2,354.31
CLARK & SONS CONTRACTING CORP					Total Check Amount:	\$2,354.31
191590	COUNTY OF ORANGE	11/18/2022	4799	110111161	SIGN VERIF #2022-033	\$12,359.00
COUNTY OF ORANGE					Total Check Amount:	\$12,359.00
191591	CPR IT WORKS, LLC	11/18/2022	27778	110222221	CPR/AED FIRSTAID TRNG	\$725.00
CPR IT WORKS, LLC					Total Check Amount:	\$725.00
191592	D.S. CUSTOM LINENS, INC	11/18/2022	31417	110141441	GAS SURCHARGE 10/30	\$12.00
D.S. CUSTOM LINENS, INC					Total Check Amount:	\$12.00
191593	WILLIAM DODD	11/18/2022	32053	840000000	DEVELOPER FEE REFUND	\$25.50
WILLIAM DODD					Total Check Amount:	\$25.50
191594	SOUTHERN CALIFORNIA EDISON	11/18/2022	3343	110515141	ELECTRICITY NOV 22-1	\$215.74
		11/18/2022	3343	110515121	ELECTRICITY NOV 22-1	\$28,986.57
		11/18/2022	3343	430515123	ELECTRICITY NOV 22-1	\$3,403.08
		11/18/2022	3343	490515151	ELECTRICITY NOV 22-1	\$67.63
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$32,673.02
191595	EHS INTERNATIONAL, INC.	11/18/2022	26274	110141481	TFC CONTRL TRNG 10/19	\$1,584.00
		11/18/2022	26274	110141481	TFC CONTRL TRNG 10/20	\$1,584.00
EHS INTERNATIONAL, INC.					Total Check Amount:	\$3,168.00
191596	EMPLOYMENT DEVELOPMENT DEPT	11/18/2022	7464	470141483	94400736 UI Q3 SEPT22	\$14,203.00
EMPLOYMENT DEVELOPMENT DEPT					Total Check Amount:	\$14,203.00
191597	GMS ELEVATOR SERVICES, INC.	11/18/2022	29109	110515125	MO.SVC:11 ELEV NOV22	\$1,110.00
		11/18/2022	29109	490515151	MO.SVC:11 ELEV NOV22	\$1,345.00
GMS ELEVATOR SERVICES, INC.					Total Check Amount:	\$2,455.00
191598	GOLDEN WEST COLLEGE	11/18/2022	9477	110212111	BASIC POLICE ACAD	\$2,293.00
GOLDEN WEST COLLEGE					Total Check Amount:	\$2,293.00
191599	GOLFBX.COM, INC.	11/18/2022	31201	110323212	DEPARTMENT APPAREL	\$103.44
		11/18/2022	31201	110323231	DEPARTMENT APPAREL	\$88.35
		11/18/2022	31201	110323241	DEPARTMENT APPAREL	\$98.06
		11/18/2022	31201	110323243	DEPARTMENT APPAREL	\$218.73
		11/18/2022	31201	110323242	DEPARTMENT APPAREL	\$90.51

City Disbursement Register

Between Nov 14, 2022 12:00 AM and Nov 18, 2022 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
GOLFBOX.COM, INC.						Total Check Amount: \$599.09
191600	HI-WAY SAFETY RENTALS, INC.	11/18/2022	29453	430515123	MSG BRD RENTAL 101222	\$3,290.00
HI-WAY SAFETY RENTALS, INC.						Total Check Amount: \$3,290.00
191601	INLAND WATER WORKS SUPPLY CO	11/18/2022	23904	420515131	ERTS FOR METERS	\$10,645.70
INLAND WATER WORKS SUPPLY CO						Total Check Amount: \$10,645.70
191602	INLINE CONCRETE SAWING & BREAKING,	11/18/2022	32042	420515131	SAW CUTTING - ASPHALT	\$826.34
INLINE CONCRETE SAWING & BREAKING,						Total Check Amount: \$826.34
191603	MACY'S	11/18/2022	19504	840000000	DEVELOPER FEE REFUND	\$1,940.00
MACY'S						Total Check Amount: \$1,940.00
191604	MANHOLE ADJUSTING INC	11/18/2022	31621	420515131	VALVE CAN REPLACEMENT	\$1,292.00
MANHOLE ADJUSTING INC						Total Check Amount: \$1,292.00
191605	ROBERT MELTON	11/18/2022	32052	420000000	CLOSED WATER ACCOUNT	\$89.59
ROBERT MELTON						Total Check Amount: \$89.59
191606	MICHAEL BAKER INTERNATIONAL, INC.	11/18/2022	31634	120323231	CEQA/HSG ELEM 10/2	\$5,017.50
MICHAEL BAKER INTERNATIONAL, INC.						Total Check Amount: \$5,017.50
191607	MICHAEL SULLIVAN & ASSOCIATES LLP	11/18/2022	31864	470141483	LEGAL SVCS THRU 9/30	\$4,485.00
MICHAEL SULLIVAN & ASSOCIATES LLP						Total Check Amount: \$4,485.00
191608	NEON ONE - ARTS PEOPLE	11/18/2022	31922	110404542	TICKET FEES OCT 2022	\$387.00
NEON ONE - ARTS PEOPLE						Total Check Amount: \$387.00
191609	NPG ASPHALT	11/18/2022	32050	420000000	CLOSED WATER ACCOUNT	\$2,270.08
NPG ASPHALT						Total Check Amount: \$2,270.08
191610	ORANGE CTY CHIEFS' & SHERIFFS' ASSN	11/18/2022	1351	950000000	ILJAOC 22/23 MEMBDUES	\$150.00
ORANGE CTY CHIEFS' & SHERIFFS' ASSN						Total Check Amount: \$150.00
191611	ORCHESTRA COLLECTIVE OF ORANGE CTY	11/18/2022	27575	110	DANCNG THE NIGHT AWAY	\$2,081.70
ORCHESTRA COLLECTIVE OF ORANGE CTY						Total Check Amount: \$2,081.70
191612	POINT A TECHNOLOGIES INC.	11/18/2022	32051	420000000	CLOSED WATER ACCOUNT	\$57.36
POINT A TECHNOLOGIES INC.						Total Check Amount: \$57.36
191613	PRECISION TRAINING GROUP	11/18/2022	31379	110222221	OP 1A CLASS OCT 2022	\$4,310.00
PRECISION TRAINING GROUP						Total Check Amount: \$4,310.00
191614	PTS MARKETING GROUP	11/18/2022	31560	110111151	BREALINE WINTER 22/23	\$14,605.00
PTS MARKETING GROUP						Total Check Amount: \$14,605.00
191615	REPIPE 1	11/18/2022	32054	840000000	DEVELOPER FEE REFUND	\$717.00
REPIPE 1						Total Check Amount: \$717.00
191616	LINDA SHAY	11/18/2022	21617	840000000	DEVELOPER FEE REFUND	\$432.40
LINDA SHAY						Total Check Amount: \$432.40
191617	SOUTHERN CALIFORNIA PERMANENTE	11/18/2022	30681	110141481	HR MED SVCS AUG/SEP22	\$3,549.00
SOUTHERN CALIFORNIA PERMANENTE						Total Check Amount: \$3,549.00

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191618	SPARKLETTS	11/18/2022	3001	110111161	CCC FOUNTN WTR OCT22	\$18.36
		11/18/2022	3001	110111161	COUNCIL MTG WTR OCT22	\$21.04
SPARKLETTS					Total Check Amount:	\$39.40
191619	TS GOVERNMENT SOLUTIONS, LLC	11/18/2022	28596	110404215	FITNESS EQPT PREV MNT	\$1,295.00
TS GOVERNMENT SOLUTIONS, LLC					Total Check Amount:	\$1,295.00
191620	TURNOUT MAINTENANCE COMPANY, LLC	11/18/2022	19898	110222221	TURNOUT CLEANING	\$1,418.00
TURNOUT MAINTENANCE COMPANY, LLC					Total Check Amount:	\$1,418.00
191621	UNIFIRST CORPORATION	11/18/2022	27988	110212131	PD LAUNDRY SVCS 10/10	\$24.88
		11/18/2022	27988	110212131	PD LAUNDRY SVCS 10/24	\$24.88
		11/18/2022	27988	110212131	PD LAUNDRY SVCS 10/3	\$24.88
		11/18/2022	27988	110212131	PD LAUNDRY SVCS 10/17	\$24.88
		11/18/2022	27988	110212131	PD LAUNDRY SVCS 10/31	\$24.88
UNIFIRST CORPORATION					Total Check Amount:	\$124.40
191622	UNITED PARCEL SERVICE	11/18/2022	3174	110141441	SHIPPING CHGS SEP/OCT	\$89.94
UNITED PARCEL SERVICE					Total Check Amount:	\$89.94
191623	UNITED RENTALS NORTHWEST, INC.	11/18/2022	7051	490515151	LIGHT TOWER BREAFAST	\$478.20
		11/18/2022	7051	490515151	LIGHT TOWER CREDIT	(\$352.40)
UNITED RENTALS NORTHWEST, INC.					Total Check Amount:	\$125.80
191624	VERIZON CONNECT NWF, INC.	11/18/2022	25293	480515161	PW GPS SVC OCT 2022	\$820.15
VERIZON CONNECT NWF, INC.					Total Check Amount:	\$820.15
191625	VERIZON WIRELESS	11/18/2022	21122	420515131	9919155855 9/17-10/26	\$38.01
VERIZON WIRELESS					Total Check Amount:	\$38.01
191626	VERTIGIS NORTH AMERICA LTD	11/18/2022	30422	475141471	22/23 GEOCORTX T1 MNT	\$5,737.00
VERTIGIS NORTH AMERICA LTD					Total Check Amount:	\$5,737.00
191627	VINCOR CONSTRUCTION, INC	11/18/2022	31594	110	BCC CREDIT BAL REFUND	\$305.00
VINCOR CONSTRUCTION, INC					Total Check Amount:	\$305.00
Check Subtotal						\$337,224.44
V49879	ASBURY ENVIRONMENTAL SERVICES	11/18/2022	9144	480515161	CLEAN OUT CLARIFIERS	\$1,869.98
ASBURY ENVIRONMENTAL SERVICES					Total Check Amount:	\$1,869.98
V49880	AVCOGAS PROPANE SALES & SERVICES	11/18/2022	22047	480515161	PROPANE 330.10 GALS	\$920.99
		11/18/2022	22047	480515161	PROPANE 380.1 GALS	\$1,056.75
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,977.74
V49881	AVENU HOLDINGS, LLC.	11/18/2022	29396	110141424	PROP TAX REP Q4 2022	\$1,750.00
AVENU HOLDINGS, LLC.					Total Check Amount:	\$1,750.00
V49882	ALFRED-ANDREW BOWEN	11/18/2022	31372	110404215	SOUNDBATH	\$120.00
ALFRED-ANDREW BOWEN					Total Check Amount:	\$120.00
V49883	BREA AUTO SERVICE	11/18/2022	12780	480515161	A/C REPAIR #1220	\$2,392.87

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BREA AUTO SERVICE					Total Check Amount:	\$2,392.87
V49884	CALIFORNIA HEALTH & SAFETY INC.	11/18/2022	15491	110222221	SCBA MNT FS2	\$1,819.55
CALIFORNIA HEALTH & SAFETY INC.					Total Check Amount:	\$1,819.55
V49885	COMLOCK SECURITY-GROUP	11/18/2022	13625	490515151	CCC LOCKS & KEYS	\$46.98
COMLOCK SECURITY-GROUP					Total Check Amount:	\$46.98
V49886	CORE & MAIN LP	11/18/2022	27049	420515131	METER GASKETS	\$517.20
		11/18/2022	27049	420515131	WATER METERS+ENCODERS	\$10,245.03
CORE & MAIN LP					Total Check Amount:	\$10,762.23
V49887	DANIELS TIRE SERVICE	11/18/2022	3133	480515161	TIRES	\$468.90
DANIELS TIRE SERVICE					Total Check Amount:	\$468.90
V49888	DARTCO TRANSMISSION SALES	11/18/2022	17719	480515161	GEAR SELECTOR #20023	\$990.91
DARTCO TRANSMISSION SALES					Total Check Amount:	\$990.91
V49889	ELLIOT AUTO SUPPLY CO., INC.	11/18/2022	3504	480515161	BRAKE PADS	\$81.97
ELLIOT AUTO SUPPLY CO., INC.					Total Check Amount:	\$81.97
V49890	FIX AUTO LA HABRA	11/18/2022	28720	480515161	ACCIDENT REPAIR #2031	\$2,800.51
FIX AUTO LA HABRA					Total Check Amount:	\$2,800.51
V49891	FLEMING ENVIRONMENTAL, INC.	11/18/2022	18487	480515161	ANNUAL TESTING CCC	\$775.00
		11/18/2022	18487	480515161	ANNUAL TESTING FS#3	\$775.00
FLEMING ENVIRONMENTAL, INC.					Total Check Amount:	\$1,550.00
V49892	KRISTIN MICHELLE GRIFFITH	11/18/2022	32046	110141411	PARKNG-LOCAL EO FORUM	\$35.00
KRISTIN MICHELLE GRIFFITH					Total Check Amount:	\$35.00
V49893	GUARANTEED JANITORIAL SERVICES, INC	11/18/2022	28695	490515151	OCT DAY PORTERS:BCC	\$4,868.96
		11/18/2022	28695	490515151	OCT22 JAN SVCS:P.HALL	\$1,155.08
		11/18/2022	28695	490515151	OCT22 JAN SVCS:YARD	\$1,252.83
		11/18/2022	28695	110515125	OCT22 JAN SVCS:DT	\$2,781.00
		11/18/2022	28695	490515151	OCT22 DAY PORTERS:CCC	\$4,868.96
		11/18/2022	28695	490515151	OCT22 JAN SVCS:PLUNGE	\$172.75
		11/18/2022	28695	490515151	OCT22 JAN SVCS:SR CTR	\$2,646.16
		11/18/2022	28695	490515151	OCT22 JAN SVCS:BCC	\$4,466.33
		11/18/2022	28695	490515151	OCT22 JAN SVCS:CCC	\$9,311.33
GUARANTEED JANITORIAL SERVICES, INC					Total Check Amount:	\$31,523.40
V49894	HCI SYSTEMS INC	11/18/2022	25112	490515151	FIRE SYSTEM SVC - CCC	\$4,790.00
		11/18/2022	25112	490515151	FIRE SYSTEM SVC-THTR	\$4,144.68
HCI SYSTEMS INC					Total Check Amount:	\$8,934.68
V49895	INFOSEND, INC.	11/18/2022	19016	110111161	SEPT22 ELECTION INFO	\$50.22
		11/18/2022	19016	420141421	WATER SEP22 PRNT/MAIL	\$1,505.94
		11/18/2022	19016	110404421	SEPT22 MOVIES	\$50.21

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V49895	INFOSEND, INC.	11/18/2022	19016	420141421	WATER SEPT22 POSTAGE	\$4,630.36
		11/18/2022	19016	110111151	SEPT22 ALERT OC	\$50.21
		11/18/2022	19016	110404542	SEPT22 FALL 2022	\$50.22
INFOSEND, INC.					Total Check Amount:	\$6,337.16
V49896	JAX AUTO	11/18/2022	20187	480515161	SMOG TEST #1214	\$49.75
		11/18/2022	20187	480515161	SMOG TEST #1519	\$49.75
		11/18/2022	20187	480515161	SMOG TEST #26024	\$49.75
		11/18/2022	20187	480515161	SMOG TEST #26030	\$49.75
		11/18/2022	20187	480515161	SMOG TEST #1207	\$49.75
		11/18/2022	20187	480515161	SMOG TEST #1410	\$49.75
		11/18/2022	20187	480515161	SMOG TEST #1419	\$49.75
		11/18/2022	20187	480515161	SMOG TEST #24008	\$49.75
JAX AUTO					Total Check Amount:	\$398.00
V49897	JK MARKETING SERVICES LLC	11/18/2022	31535	110404215	FITNESS ADS NOV 2022	\$950.00
JK MARKETING SERVICES LLC					Total Check Amount:	\$950.00
V49898	KEENAN & ASSOCIATES	11/18/2022	22439	470141483	2022 WORKERS COMP #11	\$10,331.33
		11/18/2022	22439	470141483	2022 WORKERS'COMP #12	\$10,331.37
KEENAN & ASSOCIATES					Total Check Amount:	\$20,662.70
V49899	KELLY SPICERS STORES	11/18/2022	31267	110141441	PAPER	\$268.93
KELLY SPICERS STORES					Total Check Amount:	\$268.93
V49900	FRANCESCO LA TORRE	11/18/2022	24398	110404521	MILEAGE OCT 2022	\$100.00
FRANCESCO LA TORRE					Total Check Amount:	\$100.00
V49901	LINEGEAR	11/18/2022	23894	110222221	UNIFORMS	\$3,201.69
LINEGEAR					Total Check Amount:	\$3,201.69
V49902	TINA M MEYER	11/18/2022	12786	110212133	MILEAGE OCT 2022	\$65.75
TINA M MEYER					Total Check Amount:	\$65.75
V49903	MINNESOTA LIFE INSURANCE COMPANY	11/18/2022	30640	110	34730 LIFE INS NOV22	\$5,887.67
MINNESOTA LIFE INSURANCE COMPANY					Total Check Amount:	\$5,887.67
V49904	MUNICIPAL WATER DISTRICT	11/18/2022	3784	420515131	INSPECTIONS AUG 2022	\$444.00
		11/18/2022	3784	420515131	WATER DELIVERY OCT22	\$13,469.96
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$13,913.96
V49905	MYERS AND SONS	11/18/2022	21624	110515121	E.H. HOLIDAY SIGNS	\$670.74
MYERS AND SONS					Total Check Amount:	\$670.74
V49906	SC FUELS	11/18/2022	16654	480515161	REG UNL ETH 3765 GALS	\$16,774.34
SC FUELS					Total Check Amount:	\$16,774.34
V49907	SOUTH COAST EMERGENCY VEHICLE SVC	11/18/2022	31883	480515161	EXHAUST PARTS	\$3,041.60
		11/18/2022	31883	480515161	VALVE CONVERSION KIT	\$1,557.64

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V49907	SOUTH COAST EMERGENCY VEHICLE SVC	11/18/2022	31883	480515161	A/C REPAIR #1202	\$3,990.39
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$8,589.63
V49908	SOUTHERN CALIFORNIA NEWS GROUP	11/18/2022	26287	840141412	LEGAL NOTICE OCT 2022	\$1,581.00
SOUTHERN CALIFORNIA NEWS GROUP					Total Check Amount:	\$1,581.00
V49909	STEVE A. FILARSKY, ATTORNEY-AT-LAW	11/18/2022	31186	470141483	LEGAL SVCS OCT 2022	\$1,225.00
STEVE A. FILARSKY, ATTORNEY-AT-LAW					Total Check Amount:	\$1,225.00
V49910	SUPERIOR ALARM SYSTEMS	11/18/2022	11074	110404541	BCC ALARM PROG CHG	\$49.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$49.00
V49911	TOWNSEND PUBLIC AFFAIRS, INC.	11/18/2022	18881	410111145	ADVOC CONSULT NOV22	\$1,375.00
		11/18/2022	18881	420111145	ADVOC CONSULT NOV22	\$1,375.00
		11/18/2022	18881	430111145	ADVOC CONSULT NOV22	\$1,375.00
		11/18/2022	18881	110111145	ADVOC CONSULT NOV22	\$1,375.00
TOWNSEND PUBLIC AFFAIRS, INC.					Total Check Amount:	\$5,500.00
V49912	UNITED ROTARY BRUSH CORPORATION	11/18/2022	16649	480515161	SWEEPER BROOMS	\$598.53
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$598.53
V49913	US BANK XX0338 CITY MGR	11/18/2022	24704	110111143	CALCARDS 102422	\$7,229.81
US BANK XX0338 CITY MGR					Total Check Amount:	\$7,229.81
V49914	US BANK XX0312 HR	11/18/2022	24776	470141483	CALCARD HR 102422	\$160.80
		11/18/2022	24776	110141481	CALCARD HR 102422	\$38.66
US BANK XX0312 HR					Total Check Amount:	\$199.46
V49917	US BANK XX0593 COMM SVC	11/18/2022	24777	110	CAL-CARD-KK-102422	\$34.86
		11/18/2022	24777	110404224	CAL-CARD-MM-102422	\$131.24
		11/18/2022	24777	110404425	CAL-CARD-MM-102422	\$162.68
		11/18/2022	24777	110404429	CAL-CARD-VU-102422	\$71.46
		11/18/2022	24777	110404542	CAL-CARD-KH-102422	\$877.90
		11/18/2022	24777	110404211	CAL-CARD-HE-102422	\$453.83
		11/18/2022	24777	110404215	CAL-CARD-AC-102422	\$104.66
		11/18/2022	24777	110404215	CAL-CARD-DA-102422	\$315.99
		11/18/2022	24777	110404217	CAL-CARD-VU-102422	\$204.30
		11/18/2022	24777	110404311	CAL-CARD-JE-102422	\$14.54
		11/18/2022	24777	110404311	CAL-CARD-KS-102422	\$172.63
		11/18/2022	24777	110404542	CAL-CARD-KK-102422	\$2,263.02
		11/18/2022	24777	110	CAL-CARD-AR-102422	\$77.55
		11/18/2022	24777	110404224	CAL-CARD-SS-102422	\$184.10
		11/18/2022	24777	110404311	CAL-CARD-LT-102422	\$20.30
		11/18/2022	24777	110404311	CAL-CARD-MM-102422	\$321.39
		11/18/2022	24777	110404421	CAL-CARD-KS-102422	\$780.96

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V49917	US BANK XX0593 COMM SVC	11/18/2022	24777	110404424	CAL-CARD-TV-102422	\$10.84
		11/18/2022	24777	110404425	CAL-CARD-SS-102422	\$379.95
		11/18/2022	24777	110404429	CAL-CARD-SS-102422	\$9.70
		11/18/2022	24777	110404521	CAL-CARD-ER-102422	\$90.32
		11/18/2022	24777	110404521	CAL-CARD-FL-102422	\$2,254.53
		11/18/2022	24777	110404521	CAL-CARD-NG-102422	\$195.13
		11/18/2022	24777	110404541	CAL-CARD-KC-102422	\$97.91
		11/18/2022	24777	110404542	CAL-CARD-HH-102422	\$534.18
		11/18/2022	24777	110	CALCARD CS ST 102422	(\$26.29)
		11/18/2022	24777	110	CAL-CARD-DAV-102422	\$7.55
		11/18/2022	24777	110	CAL-CARD-JE-102422	\$906.00
		11/18/2022	24777	110404311	CAL-CARD-AR-102422	\$2,608.11
		11/18/2022	24777	110404311	CAL-CARD-CH-102422	\$55.55
		11/18/2022	24777	110404311	CAL-CARD-HE-102422	\$1,027.32
		11/18/2022	24777	110404429	CAL-CARD-MM-102422	\$1,432.31
		11/18/2022	24777	110404521	CAL-CARD-TT-102422	\$417.23
		11/18/2022	24777	110404523	CAL-CARD-JE-102422	\$421.51
		11/18/2022	24777	110404541	CAL-CARD-HB-102422	\$371.92
		11/18/2022	24777	110404542	CAL-CARD-EF-102422	\$1,188.72
		11/18/2022	24777	110404543	CAL-CARD-JE-102422	\$15.74
US BANK XX0593 COMM SVC					Total Check Amount:	\$18,189.64
V49918	US BANK XX0502 COMM & MKTG	11/18/2022	24778	110111153	CAL CARDS-C&M 102422	\$4,430.08
		11/18/2022	24778	110111143	CAL CARDS-C&M 102422	\$24.50
		11/18/2022	24778	110111152	CAL CARDS-C&M 102422	\$2,394.02
		11/18/2022	24778	110141481	CAL CARDS-C&M 102422	\$235.32
		11/18/2022	24778	110111151	CAL CARDS-C&M 102422	\$895.19
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$7,979.11
V49919	US BANK XX0353 COMM DEV	11/18/2022	24779	110323231	CALCARD CD/PL/BS 10/22	\$665.59
		11/18/2022	24779	110323212	CALCARD CD/PL/BS10/22	\$0.00
		11/18/2022	24779	110323231	CALCARD CD/PL/BS10/22	\$118.11
		11/18/2022	24779	110323212	CALCARD CD/PL/BS 10/22	\$438.53
US BANK XX0353 COMM DEV					Total Check Amount:	\$1,222.23
V49920	US BANK XX0270 ADMIN SVCS	11/18/2022	24781	110111161	CALCARD CCLK 102422	\$1,229.75
		11/18/2022	24781	420141421	CALCARD ASFIN 102422	\$98.39
		11/18/2022	24781	490515151	CALCARD ASFIN 102422	\$5,155.72
		11/18/2022	24781	110	CALCARD ASFIN 102422	\$69.96
		11/18/2022	24781	110111111	CALCARD ASFIN 102422	\$4,121.22

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V49920	US BANK XX0270 ADMIN SVCS	11/18/2022	24781	110141411	CALCARD ASFIN 102422	\$34.05
		11/18/2022	24781	110141431	CALCARD ASFIN 102422	\$938.28
		11/18/2022	24781	110141441	CALCARD ASFIN 102422	\$10.67
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$11,658.04
V49921	US BANK XX0650 FIRE	11/18/2022	24782	110141481	CALCARDS 102422	\$176.83
		11/18/2022	24782	110222221	CALCARDS 102422	\$6,679.85
		11/18/2022	24782	110222223	CALCARDS 102422	\$838.83
		11/18/2022	24782	110222231	CALCARDS 102422	\$2,109.86
		11/18/2022	24782	174222222	CALCARDS 102422	\$237.12
		11/18/2022	24782	110	CALCARDS 102422	\$418.07
		11/18/2022	24782	110222211	CALCARDS 102422	\$1,064.42
		11/18/2022	24782	110222213	CALCARDS 102422	\$39.43
		11/18/2022	24782	480515161	CALCARDS 102422	\$112.42
US BANK XX0650 FIRE					Total Check Amount:	\$11,676.83
V49922	US BANK XX0346 IT	11/18/2022	24783	110404543	CALCARDS IT 102422	\$121.99
		11/18/2022	24783	480515161	CALCARDS IT 102422	\$1,599.69
		11/18/2022	24783	110515125	CALCARDS IT 102422	\$289.11
		11/18/2022	24783	110212121	CALCARDS IT 102422	\$832.66
		11/18/2022	24783	280323215	CALCARDS IT 102422	\$25.00
		11/18/2022	24783	475141471	CALCARDS IT 102422	\$4,321.76
		11/18/2022	24783	460141474	CALCARDS IT 102422	\$700.06
US BANK XX0346 IT					Total Check Amount:	\$7,890.27
V49925	US BANK XX0221 PW	11/18/2022	24784	110515121	CALCARD PW 102422	\$682.76
		11/18/2022	24784	110212121	CALCARD PW 102422	\$4.40
		11/18/2022	24784	110515125	CALCARD PW 102422	\$2,639.65
		11/18/2022	24784	410515124	CALCARD PW 102422	\$57.93
		11/18/2022	24784	420	CALCARD PW 102422	(\$16.95)
		11/18/2022	24784	480515161	CALCARD PW 102422	\$2,896.73
		11/18/2022	24784	110515143	CALCARD PW 102422	\$1,060.02
		11/18/2022	24784	420515131	CALCARD PW 102422	\$5,560.91
		11/18/2022	24784	430515123	CALCARD PW 102422	\$115.50
		11/18/2022	24784	490515151	CALCARD PW 102422	\$5,937.71
		11/18/2022	24784	490515152	CALCARD PW 102422	\$339.04
		11/18/2022	24784	110515141	CALCARD PW 102422	\$1,263.62
		11/18/2022	24784	110515144	CALCARD PW 102422	\$30.14
US BANK XX0221 PW					Total Check Amount:	\$20,571.46
V49927	US BANK XX0544 POLICE	11/18/2022	24785	110141481	CAL CARDS PD 10/22/22	\$136.78

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V49927	US BANK XX0544 POLICE	11/18/2022	24785	110212112	CAL CARDS PD 10/22/22	\$167.86
		11/18/2022	24785	110212131	CAL CARDS PD 10/22/22	\$335.64
		11/18/2022	24785	110212141	CAL CARDS PD 10/22/22	\$660.25
		11/18/2022	24785	110212111	CAL CARDS PD 10/22/22	\$7,489.47
		11/18/2022	24785	110212133	CAL CARDS PD 10/22/22	\$274.02
		11/18/2022	24785	110	CAL CARDS PD 10/22/22	(\$56.80)
		11/18/2022	24785	110	CALCARDS PD 10/22/22	(\$34.04)
		11/18/2022	24785	110212121	CAL CARDS PD 10/22/22	\$5,788.28
		11/18/2022	24785	231212141	CAL CARDS PD 10/22/22	\$272.83
		11/18/2022	24785	110212132	CAL CARDS PD 10/22/22	\$265.40
		11/18/2022	24785	480515161	CAL CARDS PD 10/22/22	\$874.33
US BANK XX0544 POLICE					Total Check Amount:	\$16,174.02
V49928	US BANK XX3401 PW- ADMIN	11/18/2022	24786	110515171	CALCARDS 102422	\$1,000.73
		11/18/2022	24786	420515131	CALCARDS 102422	\$127.05
		11/18/2022	24786	110515111	CALCARDS 102422	\$228.48
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$1,356.26
V49929	WILLDAN FINANCIAL SERVICES	11/18/2022	23058	890141431	PROF SVCS CFDA 22/23	\$3,130.62
WILLDAN FINANCIAL SERVICES					Total Check Amount:	\$3,130.62
Voucher Subtotal						\$261,176.57
TOTAL						\$598,401.01

City Disbursement Register

Between Nov 23, 2022 11:59 PM and Nov 25, 2022 12:00 AM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
191628	AA ATLAS PLUMBING, HEATING & AIR	11/25/2022	23605	840000000	DEVELOPER FEE REFUND	\$152.50
AA ATLAS PLUMBING, HEATING & AIR					Total Check Amount:	\$152.50
191629	AT&T	11/25/2022	22050	475141471	8238363703 10-11-22	\$1,287.10
		11/25/2022	22050	475141471	5355933708 10-11-22	\$1,817.89
AT&T					Total Check Amount:	\$3,104.99
191630	BANDERA ESTATES PARTNERSHIP	11/25/2022	29390	270323218	SENIOR SUBSIDY DEC22	\$254.00
BANDERA ESTATES PARTNERSHIP					Total Check Amount:	\$254.00
191631	PUREVDORJ BATOCHIR	11/25/2022	32057	420000000	CLOSED WATER ACCOUNT	\$13.97
PUREVDORJ BATOCHIR					Total Check Amount:	\$13.97
191632	CARBON HEALTH MEDICAL GROUP	11/25/2022	31936	110141481	HR MED SVCS OCT 2022	\$260.00
CARBON HEALTH MEDICAL GROUP					Total Check Amount:	\$260.00
191633	CHARTER COMMUNICATIONS	11/25/2022	31694	110111143	CABLE CHGS NOV/DEC22	\$84.95
CHARTER COMMUNICATIONS					Total Check Amount:	\$84.95
191634	CINTAS	11/25/2022	24347	110404211	BCC FIRST AID RESTOCK	\$149.55
CINTAS					Total Check Amount:	\$149.55
191635	CITY OF LA HABRA	11/25/2022	31851	960000000	OCCMA OCT22 MEETING	\$933.53
CITY OF LA HABRA					Total Check Amount:	\$933.53
191636	CIVILTEC ENGINEERING INC.	11/25/2022	2581	510707475	DESIGN SVCS OCT 2022	\$26,621.25
CIVILTEC ENGINEERING INC.					Total Check Amount:	\$26,621.25
191637	CLARK & SONS CONTRACTING CORP	11/25/2022	27119	420000000	CLOSED WATER ACCOUNT	\$263.35
CLARK & SONS CONTRACTING CORP					Total Check Amount:	\$263.35
191638	COMMERCIAL AQUATIC SERVICES, INC.	11/25/2022	25513	490515151	POOL SAND FILTER RPR	\$15,174.49
COMMERCIAL AQUATIC SERVICES, INC.					Total Check Amount:	\$15,174.49
191639	COUNTY OF ORANGE	11/25/2022	4799	110212122	PRKNG CITATIONS OCT22	\$5,366.00
COUNTY OF ORANGE					Total Check Amount:	\$5,366.00
191640	COUNTY OF ORANGE	11/25/2022	4799	172212133	800 MHZ BR0 22/23 Q2	\$43,444.00
COUNTY OF ORANGE					Total Check Amount:	\$43,444.00
191641	COUNTY OF ORANGE	11/25/2022	4799	110212122	AFIS FEES NOV 2022	\$1,726.00
COUNTY OF ORANGE					Total Check Amount:	\$1,726.00
191642	COUNTY OF ORANGE	11/25/2022	4799	172212133	TECHNOLOGY RPRS JUL22	\$139.00
COUNTY OF ORANGE					Total Check Amount:	\$139.00
191643	CPR IT WORKS, LLC	11/25/2022	27778	110222211	AED WALL CABINET	\$140.29
CPR IT WORKS, LLC					Total Check Amount:	\$140.29
191644	CRASH CHAMPIONS-BREA	11/25/2022	31635	480515161	AUTOBODY REPAIR #1321	\$3,466.79
CRASH CHAMPIONS-BREA					Total Check Amount:	\$3,466.79
191645	DELTA T HVAC, INC.	11/25/2022	28265	490515151	HVAC/ALERTON RPR BCC	\$945.00
DELTA T HVAC, INC.					Total Check Amount:	\$945.00
191646	SOUTHERN CALIFORNIA EDISON	11/25/2022	3343	110515121	ELECTRICITY NOV22-2	\$2,079.92

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Between Nov 23, 2022 11:59 PM and Nov 25, 2022 12:00 AM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
191646	SOUTHERN CALIFORNIA EDISON	11/25/2022	3343	490515151	ELECTRICITY NOV22-2	\$8,051.83
		11/25/2022	3343	110515148	ELECTRICITY NOV22-2	\$95.82
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$10,227.57
191647	ELLEN E. SURREY	11/25/2022	32048	110404541	ARTGALLERY CONS SALES	\$250.80
ELLEN E. SURREY					Total Check Amount:	\$250.80
191648	FT SHADEWORKS	11/25/2022	31522	181404250	BCC MANUAL SHADES RPR	\$1,400.00
FT SHADEWORKS					Total Check Amount:	\$1,400.00
191649	FOR ALL HANDKIND	11/25/2022	32060	110404541	ARTGALLERY CONS SALES	\$63.00
FOR ALL HANDKIND					Total Check Amount:	\$63.00
191650	FRANCHISE TAX BOARD/ST OF CALIF	11/25/2022	12043	110	571810253 111822 PR	\$30.00
FRANCHISE TAX BOARD/ST OF CALIF					Total Check Amount:	\$30.00
191651	GALVEZ QUALITY AUTO GLASS	11/25/2022	27010	480515161	WINDSHIELD RPR #2001	\$365.00
GALVEZ QUALITY AUTO GLASS					Total Check Amount:	\$365.00
191652	THE GAS COMPANY	11/25/2022	3749	420515131	GAS OCT/NOV 2022	\$14.30
		11/25/2022	3749	490515151	GAS OCT/NOV 2022	\$5,107.66
THE GAS COMPANY					Total Check Amount:	\$5,121.96
191653	HERITAGE PLAZA	11/25/2022	29392	270323218	SENIOR SUBSIDY DEC22	\$254.00
HERITAGE PLAZA					Total Check Amount:	\$254.00
191654	HF&H CONSULTANTS, LLC	11/25/2022	27542	440515122	SB1383 SVCS OCT 2022	\$659.25
HF&H CONSULTANTS, LLC					Total Check Amount:	\$659.25
191655	HOLLYDALE MOBILE ESTATES	11/25/2022	29393	270323218	SENIOR SUBSIDY DEC22	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
191656	IMPERIAL CAR WASH	11/25/2022	30976	480515161	CARWASHES (6)	\$83.94
IMPERIAL CAR WASH					Total Check Amount:	\$83.94
191657	INLAND WATER WORKS SUPPLY CO	11/25/2022	23904	420515131	ERTS FOR METERS	\$9,826.80
INLAND WATER WORKS SUPPLY CO					Total Check Amount:	\$9,826.80
191658	IVANESSA MGMT LLC	11/25/2022	32058	420000000	CLOSED WATER ACCOUNT	\$272.83
IVANESSA MGMT LLC					Total Check Amount:	\$272.83
191659	JART DIRECT MAIL SERVICES	11/25/2022	8634	110404542	2022 SEASON CARDS	\$1,642.07
JART DIRECT MAIL SERVICES					Total Check Amount:	\$1,642.07
191660	THE KNOT WORLDWIDE INC.	11/25/2022	29598	110404213	WEDDING SHOW ADS	\$1,743.00
THE KNOT WORLDWIDE INC.					Total Check Amount:	\$1,743.00
191661	LAKE PARK BREA LP	11/25/2022	5289	270323218	SENIOR SUBSIDY DEC22	\$508.00
LAKE PARK BREA LP					Total Check Amount:	\$508.00
191662	LAW OFFICES OF JONES & MAYER	11/25/2022	12144	110111112	LEGAL-CODE ENF OCT22	\$855.00
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$855.00
191663	NATIONAL BUSINESS FURNITURE	11/25/2022	29143	110222223	LOCKERS @ FS3	\$4,981.34
NATIONAL BUSINESS FURNITURE					Total Check Amount:	\$4,981.34

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
191664	NPG ASPHALT	11/25/2022	32050	420000000	CLOSED WATER ACCOUNT	\$264.35
NPG ASPHALT					Total Check Amount:	\$264.35
191665	OC YOUTH SPORTS LLC	11/25/2022	31859	110404145	MULTI-SPORT/SPORTBALL	\$2,208.00
OC YOUTH SPORTS LLC					Total Check Amount:	\$2,208.00
191666	ORANGE VILLA SENIOR APARTMENTS	11/25/2022	29394	270323218	SENIOR SUBSIDY DEC22	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
191667	PERFORMANCE TRUCK REPAIR, INC.	11/25/2022	29371	480515161	SERVICE CALL #18735	\$589.61
PERFORMANCE TRUCK REPAIR, INC.					Total Check Amount:	\$589.61
191668	PRINGLES DRAPERIES & BLINDS	11/25/2022	9082	490515151	FIRE ADM WINDOWSHADES	\$4,536.88
PRINGLES DRAPERIES & BLINDS					Total Check Amount:	\$4,536.88
191669	PUENTE HILLS FORD	11/25/2022	25742	480515161	EXHAUST PIPE	\$848.63
		11/25/2022	25742	480515161	Y-PIPE EXHAUST	\$338.56
		11/25/2022	25742	480515161	WHEEL	\$206.67
PUENTE HILLS FORD					Total Check Amount:	\$1,393.86
191670	RANDALL B. MONTGOMERY	11/25/2022	23446	130404546	SANDBLAST BWM WALK	\$1,265.00
RANDALL B. MONTGOMERY					Total Check Amount:	\$1,265.00
191671	ANDREA LUNA REECE	11/25/2022	28357	110404541	ARTGALLERY CONS SALES	\$23.80
ANDREA LUNA REECE					Total Check Amount:	\$23.80
191672	SELMAN CHEVROLET COMPANY	11/25/2022	23747	480515161	2022 CHEVY COLORADO	\$33,585.39
SELMAN CHEVROLET COMPANY					Total Check Amount:	\$33,585.39
191673	SOUTH COAST AQMD	11/25/2022	10871	480515161	194693 EMISSIONS FEES	\$151.85
		11/25/2022	10871	480515161	194693 RENEWAL FEES	\$468.76
SOUTH COAST AQMD					Total Check Amount:	\$620.61
191674	UNITED PARCEL SERVICE	11/25/2022	3174	110141441	SHIPPING CHGS OCT/NOV	\$192.13
UNITED PARCEL SERVICE					Total Check Amount:	\$192.13
191676	VERIZON WIRELESS	11/25/2022	21122	110111151	9918785232 9/23-10/22	\$127.28
		11/25/2022	21122	110111161	9918785232 9/23-10/22	\$45.76
		11/25/2022	21122	110141424	9918785232 9/23-10/22	\$31.90
		11/25/2022	21122	110222223	9918785232 9/23-10/22	\$1,683.99
		11/25/2022	21122	110323241	9918785232 9/23-10/22	\$45.76
		11/25/2022	21122	430515123	9918785232 9/23-10/22	\$583.82
		11/25/2022	21122	110111111	9918785232 9/23-10/22	\$33.34
		11/25/2022	21122	110111143	9918785232 9/23-10/22	\$133.51
		11/25/2022	21122	110141411	9918785232 9/23-10/22	\$40.01
		11/25/2022	21122	110212121	9918785232 9/23-10/22	\$6,220.58
		11/25/2022	21122	110323231	9918785232 9/23-10/22	\$72.24
		11/25/2022	21122	110515125	9918785232 9/23-10/22	\$12.29
		11/25/2022	21122	110515171	9918785232 9/23-10/22	\$113.42

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
191676	VERIZON WIRELESS	11/25/2022	21122	460141474	9918785232 9/23-10/22	\$284.28
		11/25/2022	21122	110141481	9918785232 9/23-10/22	\$139.02
		11/25/2022	21122	174222222	9918785232 9/23-10/22	\$570.15
		11/25/2022	21122	420141421	9918785232 9/23-10/22	\$120.03
		11/25/2022	21122	420515131	9918785232 9/23-10/22	\$766.82
		11/25/2022	21122	475141471	9918785232 9/23-10/22	\$53,127.74
		11/25/2022	21122	110141431	9918785232 9/23-10/22	\$40.76
		11/25/2022	21122	110323242	9918785232 9/23-10/22	\$31.90
		11/25/2022	21122	110404311	9918785232 9/23-10/22	\$470.76
		11/25/2022	21122	110404525	9918785232 9/23-10/22	\$63.80
		11/25/2022	21122	410515124	9918785232 9/23-10/22	\$1,119.31
VERIZON WIRELESS					Total Check Amount:	\$65,878.47
191677	WAYNE ELECTRIC CO.	11/25/2022	15062	480515161	ALTERNATOR	\$865.46
WAYNE ELECTRIC CO.					Total Check Amount:	\$865.46
191678	DR. ROBERT L. WILKINSON	11/25/2022	19024	110141481	PHYSICALS OCT 2022	\$190.00
		11/25/2022	19024	110141481	PHYSICALS SEPT 2022	\$105.00
DR. ROBERT L. WILKINSON					Total Check Amount:	\$295.00
191679	HANNAH YOKOO	11/25/2022	29328	110404541	ARTGALLERY CONS SALES	\$130.09
HANNAH YOKOO					Total Check Amount:	\$130.09
Check Subtotal						\$252,880.87
V49930	ADMINISTRATIVE & PROF	11/25/2022	3344	110	4010 APEA MEMB 111822	\$468.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$468.00
V49931	ADVANCED APPLIED ENGINEERING	11/25/2022	22809	110000000	PLAN CHECK SVCS OCT22	(\$472.00)
		11/25/2022	22809	84032324P	PLAN CHECK SVCS OCT22	\$3,422.00
ADVANCED APPLIED ENGINEERING					Total Check Amount:	\$2,950.00
V49932	THE ADVANTAGE GROUP	11/25/2022	24539	110	808B FSADEPCAR 111822	\$1,535.87
		11/25/2022	24539	110	808C FSA URMED 111822	\$5,892.85
THE ADVANTAGE GROUP					Total Check Amount:	\$7,428.72
V49933	ALL CITY MANAGEMENT SERVICES INC	11/25/2022	6604	110212132	CRSSNG GRDS 1016-1029	\$3,221.25
ALL CITY MANAGEMENT SERVICES INC					Total Check Amount:	\$3,221.25
V49934	ALLSTAR FIRE EQUIPMENT	11/25/2022	8353	110222221	GLOVES	\$2,420.62
		11/25/2022	8353	110222221	SCBA STRAPS	\$534.38
ALLSTAR FIRE EQUIPMENT					Total Check Amount:	\$2,955.00
V49935	AMERICAN VETERAN LIGHTING, INC.	11/25/2022	31163	490515151	LUTRON CONTROLLERS	\$424.80
AMERICAN VETERAN LIGHTING, INC.					Total Check Amount:	\$424.80
V49936	AM-TEC TOTAL SECURITY INC	11/25/2022	30658	475141471	CCC CAM REPL #4 FINAL	\$1,257.41
		11/25/2022	30658	475141471	YARD CAM TROUBLESHOOT	\$660.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
AM-TEC TOTAL SECURITY INC					Total Check Amount:	\$1,917.41
V49937	IOANA ALEXANDRA AVRAMESCU	11/25/2022	30607	110404541	ARTGALLERY CONS SALES	\$59.50
IOANA ALEXANDRA AVRAMESCU					Total Check Amount:	\$59.50
V49938	THE BANK OF NEW YORK MELLON	11/25/2022	16062	420141424	TR FEE-WTR REV REF	\$2,200.00
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$2,200.00
V49939	BPSEA MEMORIAL FOUNDATION	11/25/2022	14990	110	4050 MEMORIAL 111822	\$145.50
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$145.50
V49940	BREA CITY EMPLOYEES ASSOCIATION	11/25/2022	3236	110	4005 BCEA MEMB 111822	\$696.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$696.00
V49941	BREA DISPOSAL, INC	11/25/2022	3330	440515122	REFUSE COLLECTN OCT22	\$184,198.30
BREA DISPOSAL, INC					Total Check Amount:	\$184,198.30
V49942	BREA FIREFIGHTERS ASSOCIATION	11/25/2022	3237	110	4016 ASSOCMEMB 111822	\$2,474.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,474.00
V49943	BREA POLICE ASSOCIATION	11/25/2022	3769	110	4030 BPA REG 111822	\$3,300.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,300.00
V49944	BREA POLICE ATHLETIC LEAGUE	11/25/2022	1068	110	5010 B.P.A.L. 111822	\$122.50
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$122.50
V49945	BREA POLICE MANAGEMENT ASSOCIATION	11/25/2022	21189	110	4020 PMA MEMB 111822	\$162.50
		11/25/2022	21189	110	4019 LDF MEMB 111822	\$9.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$172.00
V49946	BREA/ORANGE COUNTY PLUMBING	11/25/2022	3781	490515151	BCCPLUMBNG-COPPER RPR	\$2,189.69
		11/25/2022	3781	490515151	GREASE TRAP SERVICE	\$695.00
		11/25/2022	3781	490515151	COOLINGTWR COPPER RPR	\$1,582.20
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$4,466.89
V49947	OMAR F. BRIOSO	11/25/2022	15737	110212134	SWAT UNIFORM ACCESSORY	\$144.95
OMAR F. BRIOSO					Total Check Amount:	\$144.95
V49948	BUTLER CHEMICALS, INC.	11/25/2022	6515	490515151	SR CTR D/W SVC OCT22	\$188.56
BUTLER CHEMICALS, INC.					Total Check Amount:	\$188.56
V49949	C. WELLS PIPELINE MATERIALS INC	11/25/2022	13055	420515131	METER GASKETS	\$908.12
		11/25/2022	13055	420515131	PLUMBING SUPPLIES	\$1,254.00
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$2,162.12
V49950	CALIFORNIA FORENSIC PHLEBOTOMY INC.	11/25/2022	4488	110212131	PHLEBOTOMY OCT 2022	\$777.00
CALIFORNIA FORENSIC PHLEBOTOMY INC.					Total Check Amount:	\$777.00
V49951	CANON SOLUTIONS AMERICA, INC	11/25/2022	15260	110141441	OCT 2022 PRINT CHGS	\$518.48
		11/25/2022	15260	110141441	AUG 2022 COPIER LEASE	\$1,072.12
		11/25/2022	15260	110141441	AUG 2022 PRINT CHGS	\$513.57
		11/25/2022	15260	110141441	NOV 2022 COPIER LEASE	\$1,072.12

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V49951	CANON SOLUTIONS AMERICA, INC	11/25/2022	15260	110141441	OCT 2022 COPIER LEASE	\$1,072.12
		11/25/2022	15260	110141441	REVERSE 9/30/22 ENTRY	(\$3,222.07)
		11/25/2022	15260	110141441	JUL 2022 PRINT CHGS	\$564.26
		11/25/2022	15260	110141441	SEP 2022 COPIER LEASE	\$1,072.12
		11/25/2022	15260	110141441	SEPT 2022 PRINT CHGS	\$491.28
CANON SOLUTIONS AMERICA, INC					Total Check Amount:	\$3,154.00
V49952	CARNEY MEHR, A LEGAL CORPORATION	11/25/2022	28329	950000000	ILJAOC LGL SVCS SEP22	\$550.00
		11/25/2022	28329	950000000	ILJAOC LGL SVCS OCT22	\$3,437.50
CARNEY MEHR, A LEGAL CORPORATION					Total Check Amount:	\$3,987.50
V49953	JASON M CELMER	11/25/2022	11286	110212111	TRAINING EXPENSES	\$16.00
JASON M CELMER					Total Check Amount:	\$16.00
V49954	NANCY CHIU	11/25/2022	26344	110404541	ARTGALLERY CONS SALES	\$143.71
NANCY CHIU					Total Check Amount:	\$143.71
V49955	COLONIAL LIFE PROCESSING CENTER	11/25/2022	26071	110	ACCIDENT INS OCT22	\$3,337.60
		11/25/2022	26071	110	S/T DISAB INS OCT22	\$4,543.24
		11/25/2022	26071	110	CRIT ILLNSS INS OCT22	\$995.18
		11/25/2022	26071	110	CANCER INS OCT22	\$2,857.64
		11/25/2022	26071	110	HOSPITAL INS OCT22	\$761.06
COLONIAL LIFE PROCESSING CENTER					Total Check Amount:	\$12,494.72
V49956	COMLOCK SECURITY-GROUP	11/25/2022	13625	490515151	KEYS	\$28.88
COMLOCK SECURITY-GROUP					Total Check Amount:	\$28.88
V49957	CORE & MAIN LP	11/25/2022	27049	420515131	WATER METERS+ENCODERS	\$11,475.44
CORE & MAIN LP					Total Check Amount:	\$11,475.44
V49958	CSG CONSULTANTS	11/25/2022	25540	110000000	PLAN CHECK SVCS OCT22	\$418.50
		11/25/2022	25540	84032324P	PLAN CHECK SVCS OCT22	\$5,394.00
CSG CONSULTANTS					Total Check Amount:	\$5,812.50
V49959	AMANDA DIAZ DBA PANACHE	11/25/2022	27402	110404541	ARTGALLERY CONS SALES	\$284.90
AMANDA DIAZ DBA PANACHE					Total Check Amount:	\$284.90
V49960	ECONOLITE SYSTEMS, INC.	11/25/2022	27147	110515121	E/O SIGNAL MNT OCT22	\$6,585.90
		11/25/2022	27147	110515121	MO. SIGNAL MNT OCT22	\$3,015.34
ECONOLITE SYSTEMS, INC.					Total Check Amount:	\$9,601.24
V49961	EQUIPMENT DIRECT INC	11/25/2022	4522	480515161	GLOVES	\$224.36
		11/25/2022	4522	420515131	SAFETY GEAR	\$293.14
EQUIPMENT DIRECT INC					Total Check Amount:	\$517.50
V49962	ERIN VAUGHAN ILLUSTRATION	11/25/2022	26610	110404541	ARTGALLERY CONS SALES	\$79.31
ERIN VAUGHAN ILLUSTRATION					Total Check Amount:	\$79.31
V49963	GAIL EVERTSEN	11/25/2022	10141	110212111	MILEAGE NOV 2022	\$16.00
GAIL EVERTSEN					Total Check Amount:	\$16.00

City Disbursement Register

Between Nov 23, 2022 11:59 PM and Nov 25, 2022 12:00 AM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V49964	FIBER AND GLOSS LLC	11/25/2022	29673	110404541	ARTGALLERY CONS SALES	\$47.25
FIBER AND GLOSS LLC					Total Check Amount:	\$47.25
V49965	FUSCOE ENGINEERING, INC.	11/25/2022	18052	410515132	HARVEST+REUSE OCT22	\$2,852.50
		11/25/2022	18052	410515124	OFFLINE CACHING SYSTM	\$2,100.00
		11/25/2022	18052	410515132	NPDES S/W SVCS OCT22	\$13,670.00
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$18,622.50
V49966	JESSE GARDUNA	11/25/2022	16006	110212111	TRAINING EXPENSES	\$16.00
JESSE GARDUNA					Total Check Amount:	\$16.00
V49967	MICHELLE LUCY GHARIBIAN	11/25/2022	29373	110404541	ARTGALLERY CONS SALES	\$24.50
MICHELLE LUCY GHARIBIAN					Total Check Amount:	\$24.50
V49968	GLASBY MAINTENANCE SUPPLY CO	11/25/2022	6802	490515151	VACUUM BELTS @ FS2	\$6.44
GLASBY MAINTENANCE SUPPLY CO					Total Check Amount:	\$6.44
V49969	HCI SYSTEMS INC	11/25/2022	25112	490515151	BCC KITCHEN HOOD INSP	\$900.00
		11/25/2022	25112	490515151	BCC SPRINKLER INSP	\$846.00
HCI SYSTEMS INC					Total Check Amount:	\$1,746.00
V49970	INLAND ROUND BALL OFFICIALS INC.	11/25/2022	31906	110404424	REFEREE FEE 11/3-11/8	\$975.00
INLAND ROUND BALL OFFICIALS INC.					Total Check Amount:	\$975.00
V49971	JACKSON'S AUTO SUPPLY	11/25/2022	1143	490515151	HVAC BELTS @ FS2	\$70.81
		11/25/2022	1143	480515161	AUTO SUPPLIES OCT22	\$3,385.90
		11/25/2022	1143	490515151	HVAC BELTS	\$76.46
JACKSON'S AUTO SUPPLY					Total Check Amount:	\$3,533.17
V49972	K PRO STONE CARE	11/25/2022	20535	490515151	STONE CLN-WAR VET MEM	\$1,500.00
K PRO STONE CARE					Total Check Amount:	\$1,500.00
V49973	KELLY SPICERS STORES	11/25/2022	31267	110141441	PAPER	\$877.73
KELLY SPICERS STORES					Total Check Amount:	\$877.73
V49974	WILLIAM H KOFFMAN	11/25/2022	30608	110404541	ARTGALLERY CONS SALES	\$289.51
WILLIAM H KOFFMAN					Total Check Amount:	\$289.51
V49975	KRONOS INCORPORATED	11/25/2022	22688	110222223	TELESTAFF IVR SEPT22	\$8.84
KRONOS INCORPORATED					Total Check Amount:	\$8.84
V49976	MARION LEE	11/25/2022	29317	110404541	ARTGALLERY CONS SALES	\$224.44
MARION LEE					Total Check Amount:	\$224.44
V49977	CHRISTINA LEONETTE	11/25/2022	28711	110404541	ARTGALLERY CONS SALES	\$80.50
CHRISTINA LEONETTE					Total Check Amount:	\$80.50
V49978	LM PAINTING & CONST/LEO'S A/C	11/25/2022	19676	510707982	PAINT PROJ - DISPATCH	\$4,980.00
LM PAINTING & CONST/LEO'S A/C					Total Check Amount:	\$4,980.00
V49979	MARY E LOGUE	11/25/2022	16039	110212111	TRAINING MILEAGE	\$11.19
MARY E LOGUE					Total Check Amount:	\$11.19
V49980	LOS ANGELES TRUCK CENTERS, LLC	11/25/2022	7300	480515161	ENGINE REPAIR #1830	\$3,449.43

City Disbursement Register

Between Nov 23, 2022 11:59 PM and Nov 25, 2022 12:00 AM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
LOS ANGELES TRUCK CENTERS, LLC					Total Check Amount:	\$3,449.43
V49981	MATTHEW GOMEZ LUERA	11/25/2022	31444	110212111	TRAINING MILEAGE	\$71.63
MATTHEW GOMEZ LUERA					Total Check Amount:	\$71.63
V49982	ELIZABETH A. LUSK	11/25/2022	16911	110212111	TRAINING MILEAGE	\$60.19
ELIZABETH A. LUSK					Total Check Amount:	\$60.19
V49983	STEVEN MACIAS	11/25/2022	30457	110212111	TRAINING EXPENSES	\$16.00
STEVEN MACIAS					Total Check Amount:	\$16.00
V49984	DEBBIE MACLAURIN	11/25/2022	30609	110404541	ARTGALLERY CONS SALES	\$79.56
DEBBIE MACLAURIN					Total Check Amount:	\$79.56
V49985	CATHERINE MAGPAYO	11/25/2022	30610	110404541	ARTGALLERY CONS SALES	\$90.30
CATHERINE MAGPAYO					Total Check Amount:	\$90.30
V49986	METRON-FARNIER, LLC	11/25/2022	27039	420515131	METER SPOOLS	\$4,997.21
METRON-FARNIER, LLC					Total Check Amount:	\$4,997.21
V49987	MINER, LTD	11/25/2022	27173	490515151	APP BAY DOOR SVC FS2	\$1,329.77
		11/25/2022	27173	490515151	P-2 GATE REPAIR	\$975.70
MINER, LTD					Total Check Amount:	\$2,305.47
V49988	EVE MARIE MOBLEY	11/25/2022	28356	110404541	ARTGALLERY CONS SALES	\$21.70
EVE MARIE MOBLEY					Total Check Amount:	\$21.70
V49989	JONATHAN MOROUSE	11/25/2022	25963	110212111	TRAINING EXPENSES	\$16.00
JONATHAN MOROUSE					Total Check Amount:	\$16.00
V49990	TIANNA NEGRETE	11/25/2022	31886	110212111	TRAINING MILEAGE	\$133.13
TIANNA NEGRETE					Total Check Amount:	\$133.13
V49991	NICKEY PETROLEUM CO., INC.	11/25/2022	6667	480515161	MOTOR OIL	\$2,485.47
NICKEY PETROLEUM CO., INC.					Total Check Amount:	\$2,485.47
V49992	NORDIC FOX DESIGN CO., LLC	11/25/2022	28087	110404541	ARTGALLERY CONS SALES	\$57.29
NORDIC FOX DESIGN CO., LLC					Total Check Amount:	\$57.29
V49993	ORANGE COUNTY KARATE CENTER LLC	11/25/2022	31160	110404145	INTRO TO KARATE	\$210.00
ORANGE COUNTY KARATE CENTER LLC					Total Check Amount:	\$210.00
V49994	DAVID ALEJANDRO ORTIZ	11/25/2022	30613	110212111	TRAINING EXPENSES	\$115.19
DAVID ALEJANDRO ORTIZ					Total Check Amount:	\$115.19
V49995	SCARLET PENALOZA	11/25/2022	27890	110404541	ARTGALLERY CONS SALES	\$50.40
SCARLET PENALOZA					Total Check Amount:	\$50.40
V49996	PLUMBING WHOLESALE OUTLET, INC.	11/25/2022	18392	490515151	RR PARTS	\$29.01
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$29.01
V49997	PVP COMMUNICATIONS	11/25/2022	25744	110212132	LIDAR RECERTIFICATION	\$285.00
PVP COMMUNICATIONS					Total Check Amount:	\$285.00
V49998	QUARTECH CORRECTIONS LLC	11/25/2022	29933	950000000	ILJAOC SWSUPP OCT22	\$1,500.00
		11/25/2022	29933	951000000	ILJAOC PCDEC SEP/OCT	\$600.00
QUARTECH CORRECTIONS LLC					Total Check Amount:	\$2,100.00

City Disbursement Register

Between Nov 23, 2022 11:59 PM and Nov 25, 2022 12:00 AM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V49999	CATHERINE REX	11/25/2022	28150	110404541	ARTGALLERY CONS SALES	\$33.60
CATHERINE REX					Total Check Amount:	\$33.60
V50000	MONICA RINCON	11/25/2022	27401	110404541	ARTGALLERY CONS SALES	\$28.00
MONICA RINCON					Total Check Amount:	\$28.00
V50001	NOAH BRENT RIVERA	11/25/2022	32018	110212111	TRAINING MILEAGE	\$232.31
NOAH BRENT RIVERA					Total Check Amount:	\$232.31
V50002	MARY M. SAMBRANO	11/25/2022	28001	110404521	ZUMBA	\$70.00
MARY M. SAMBRANO					Total Check Amount:	\$70.00
V50003	SC FUELS	11/25/2022	16654	480515161	UNL ETH 3532 GALS	\$16,362.99
SC FUELS					Total Check Amount:	\$16,362.99
V50004	SOUTH COAST EMERGENCY VEHICLE SVC	11/25/2022	31883	480515161	A/C REPAIR #1915	\$4,831.22
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$4,831.22
V50005	SPECTRUM GAS PRODUCTS, INC.	11/25/2022	16060	174222222	OXYGEN	\$59.10
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$59.10
V50006	STAPLES TECHNOLOGY SOLUTIONS	11/25/2022	22888	110515111	TONERS (2)	\$856.95
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$856.95
V50007	TENNIS ANYONE ACADEMY	11/25/2022	12688	110404145	TENNIS LESSONS	\$693.00
TENNIS ANYONE ACADEMY					Total Check Amount:	\$693.00
V50008	LETICIA TRUJILLO	11/25/2022	22054	110404521	ZUMBA GOLD OCT 2022	\$60.00
		11/25/2022	22054	110404521	ZUMBA GOLD AUG 2022	\$150.00
LETICIA TRUJILLO					Total Check Amount:	\$210.00
V50009	TURBO DATA SYSTEMS, INC.	11/25/2022	1472	110212122	CITATION PROC OCT22	\$849.26
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$849.26
V50010	JORDAN TYSON	11/25/2022	27893	110404541	ARTGALLERY CONS SALES	\$212.64
JORDAN TYSON					Total Check Amount:	\$212.64
V50011	UNDERGROUND SERVICE ALERT/SC	11/25/2022	4537	420515131	DSB FEE 11/1/2022	\$118.27
		11/25/2022	4537	420515131	UGTICKETS SEWER OCT22	\$300.50
		11/25/2022	4537	420515131	DSB WTRDIST 11/1/2022	\$64.99
		11/25/2022	4537	420515131	UGTICKETS WATER OCT22	\$155.25
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$639.01
V50012	UNICORN CRAFTS	11/25/2022	27894	110404541	ARTGALLERY CONS SALES	\$21.00
UNICORN CRAFTS					Total Check Amount:	\$21.00
V50013	VINTAGE CREEK SENIOR APARTMENTS LP	11/25/2022	29395	270323218	SENIOR SUBSIDY DEC22	\$762.00
VINTAGE CREEK SENIOR APARTMENTS LP					Total Check Amount:	\$762.00
V50014	WAXIE SANITARY SUPPLY	11/25/2022	3332	490515151	JANITORIAL SUPPLIES	\$3,285.32
WAXIE SANITARY SUPPLY					Total Check Amount:	\$3,285.32
V50015	CHRISTOPHER MICHAEL FRANCIS WINGER	11/25/2022	26711	110212111	TRAINING EXPENSES	\$16.00

City Disbursement Register

Between Nov 23, 2022 11:59 PM and Nov 25, 2022 12:00 AM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
CHRISTOPHER MICHAEL FRANCIS WINGER					Total Check Amount:	\$16.00
V50016	RACHEL E. MCCULLOUGH-ZAMORA	11/25/2022	29068	110404541	ARTGALLERY CONS SALES	\$33.36
RACHEL E. MCCULLOUGH-ZAMORA					Total Check Amount:	\$33.36
Voucher Subtotal						\$346,796.01
TOTAL						\$599,676.88

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 12/06/2022

SUBJECT: Monthly Report of Cash and Investments for the Successor Agency to the Brea
Redevelopment Agency for Period Ended September 30, 2022

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 September. 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 September 30, 2022, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$19,104.81 in comparison to \$19,081.12 at August 31, 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 September 30, 2022, the market value of these funds, including short-term cash and accrued interest was \$41,110.04 as compared to \$1,300,916.25 as of August 31, 2022.

FISCAL IMPACT/SUMMARY

During the month of August, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$23.69 due to market rate adjustments. The total value of restricted cash and cash investments decreased by \$1,259,806.21 due to debt service payments for the 2016 Tax allocation Refunding Bonds that were due to the bondholders on September 1, 2022.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Kristin Griffith, Director of Administrative Services

Monica Lo, Deputy Director of Administrative Services

Attachments

Attachment A

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
September 30, 2022

			Book Value		Market Value*
<hr/>					
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$	267,514.59	\$	267,514.59
Local Agency Investment Fund	LAIF	\$	19,042.26	\$	19,104.81
<hr/>					
<u>Fiscal Agent Cash & Investments</u>					
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	\$	17,030.79	\$	17,030.79
2016 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$	20,724.03	\$	20,724.03
2017 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$	3,355.22	\$	3,355.22
Sub-total - Fiscal Agent Cash & Investments		\$	41,110.04	\$	41,110.04
<hr/>					
Grand Total		\$	327,666.89	\$	327,729.44
<hr/>					

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
September 30, 2022

Fiscal Agent Cash & Investments Detail	Book Value	Market Value
2004 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ -	\$ -
Sub-total	\$ -	\$ -
2010 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ -	\$ -
Sub-total	\$ -	\$ -
2013 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 17,030.79	\$ 17,030.79
Sub-total	\$ 17,030.79	\$ 17,030.79
2016 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 20,724.03	\$ 20,724.03
Sub-total	\$ 20,724.03	\$ 20,724.03
2017 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 3,355.22	\$ 3,355.22
Sub-total	\$ 3,355.22	\$ 3,355.22
Report Grand Total	\$ 41,110.04	\$ 41,110.04

Successor Agency to the Brea Redevelopment Agency
Accounting of Cash Receipts, Disbursements and Balances
For the Month of Sept 2022

Fund	Fund Name	Cash Balance 08/31/22 ¹	Cash Receipts ²	Cash Disbursements ²	Cash Balance 09/30/22 ¹
511	PROJECT AREA AB - PERMANENT	25,467.45	-	(1,198.01)	24,269.44
526	2011 B TAX ALLOC BONDS	-	-	-	-
731	PROJECT AREA AB - DEBT SERVICE	54,794.34	-	-	54,794.34
732	PROJECT AREA C - PERMANENT	24,736.39	-	-	24,736.39
813	PROJECT AREA C - DEBT SERVICE	182,458.26	-	-	182,458.26
816	REDEVELOP OBLIGATION RETIREMENT	53.72	-	-	53.72
Subtotal of Cash and Investments Held in City Funds		287,510.16	-	(1,198.01)	286,312.15
<u>DEDUCT</u>					
931	CASH HELD AS INVESTMENTS	(18,797.56)	-	-	(18,797.56)
		268,712.60	-	(1,198.01)	
Cash Balance per General Ledger as of 09/30/22					\$ 267,514.59

Reconciliation of Cash Held As Investments in Fund 931	Balance 9/30/2022
Investments Held in LAIF	19,042.26
Unallocated Interest Earnings	(244.70)
Investment Balances held in Fund 931	\$ 18,797.56

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 September 30, 2022

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	1.60%
Average Purchase YTM	1.60%
Average Market YTM	1.60%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 8/31/22	End Values as of 9/30/22
Market Value	19,042	19,042
Accrued Interest	39	63
Total Market Value	19,081	19,105
Income Earned	21	24
Cont/WD		0
Par	19,042	19,042
Book Value	19,042	19,042
Cost Value	19,042	19,042

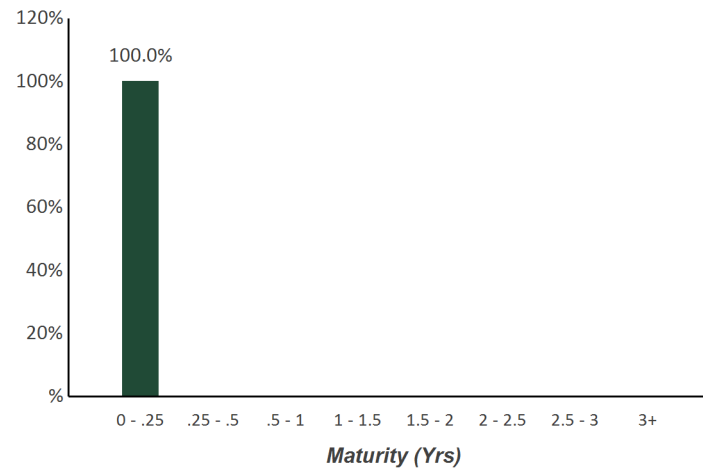
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

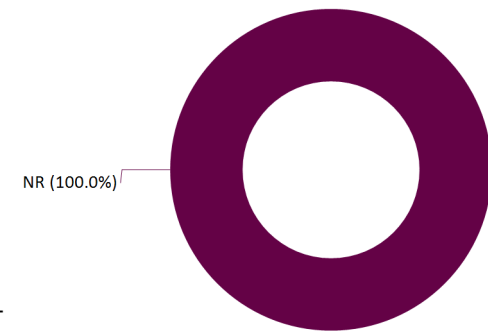
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report
As of September 30, 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
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	19,042.26	Various 1.60%	19,042.26 19,042.26	1.00 1.60%	19,042.26 62.55	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		19,042.26	1.60%	19,042.26	1.60%	19,042.26 62.55	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		19,042.26	1.60%	19,042.26	1.60%	19,042.26 62.55	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						19,104.81			



Successor Agency to the Brea RDA LAIF

Income Earned

Account #10166

As of September 30, 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
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund	Various	19,042.26	38.86	0.00	23.69
	State Pool	Various	0.00	0.00	0.00	
		19,042.26	0.00	62.55	0.00	
			19,042.26	23.69	23.69	
			19,042.26	38.86	0.00	
			0.00	0.00	0.00	
			0.00	62.55	0.00	
Total Local Agency Investment Fund		19,042.26	19,042.26	23.69	23.69	23.69
			19,042.26	38.86	0.00	
			0.00	0.00	0.00	
			0.00	62.55	0.00	
TOTAL PORTFOLIO		19,042.26	19,042.26	23.69	23.69	23.69

Cash Flow Report

As of September 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/17/2022	Dividend	90LAIF\$00	1,751,354.22	Local Agency Investment Fund State Pool	0.00	59.29	59.29
OCT 2022					0.00	59.29	59.29
TOTAL					0.00	59.29	59.29

**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.

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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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.