City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Study Session - 6:30 p.m.
General Session - 7:00 p.m.

Tuesday, February 6, 2024, 7:00 PM
COUNCIL CHAMBERS
1 Civic Center Circle
Brea, California 92821

Christine Marick, Mayor **Blair Stewart,** Mayor Pro Tem

Cecilia Hupp, Council Member **Marty Simonoff,** Council Member **Steven Vargas,** 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 generally 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. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. 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 cell phones and other electronic equipment while the Council is in session. Thank you.

Written comments may be submitted in advance of the meeting by emailing cityclerksgroup@cityofbrea.net. Written comments received by 3 p.m. on the day of the meeting will be provided to the Council, will be made available to the public at the meeting, and will be included in the official record of the meeting.

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.

1: CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR

There is no Closed Session at this time.

2: STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:30 P.M.

2A. Call to Order/Roll Call

2B. Public Comment

2C. Clarify Regular Meeting Topics

2D. Overview of City of Brea Impact Fees

2E. Council Member Reports/Requests

3: GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.

3A. Call to Order/Roll Call

3B. Pledge of Allegiance

3C. Invocation

3D. Report - Prior Study Session

3E. Community Announcements

3F. Matters from the Audience

3G. Response to Public Inquiries

4: PUBLIC HEARING

There are no Public Hearing items at this time.

5: 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."

5A. Introduction of Ordinance Approving an Inflationary Adjustment of City Council Member Salaries

— 1. Waive full reading of and introduce Ordinance No. 1246, an Ordinance of the City Council of the City of Brea approving an inflationary adjustment of City Council Member salaries

6: 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."

6A. January 16, 2024 City Council Regular Meeting Minutes

— 1. Approve.

6B. Second reading of Ordinance No. 1239, an Ordinance of the City Council of the City of Brea prohibiting large truck use of Carbon Canyon Road (State Route 142) and approving a CEQA exemption determination

— 1. Waive full reading of and adopt Ordinance No. 1239, an Ordinance of the City Council of the City of Brea prohibiting large truck use of Carbon Canyon Road (State Route 142) and approving a CEQA exemption determination.

6C. Professional Services Agreement with De Novo Planning Group for the Focused General Plan Update, Brea Core Specific Plan, Transportation Improvement Impact Fee Nexus Study and Associated Environmental Review.

— 1. Approve a professional services agreement (Attachment A) between the City of Brea and De Novo Planning Group for the Focused General Plan Update, Brea Core Specific Plan, Traffic Impact Fee Nexus Study, and associated environmental review, in an amount of not to exceed $1,289,816.00 plus contingency of $119,996.00 (9.3 percent);

— 2. Authorize and direct the City Manager and the City Clerk to execute the agreement, and authorize the City Manager and the Community Development Director to take all actions necessary to implement and administer the terms of PSA;

— 3. Amend the City's 2023-25 Operating Budget to appropriate an additional $119,996.00 from the City's General Plan Maintenance Fund (Fund 120) to cover the contingency as specified in the professional services agreement; and

— 4. Find the proposed professional services agreement and related actions exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306 (Class 6, Information Collection).

6D. Restated and Amended Joint Powers Agreement for Integrated Law & Justice Agency for Orange County (ILJAOC)

— 1. Approve proposed amendments to the October 24, 2022, Restated and Amended Joint Powers Agreement for Integrated Law & Justice Agency for Orange County (ILJAOC).

6E. Accept a $196,762 Office of Community Oriented Policing Services Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects Grant Award for Enhancement of the Police Department's Wellness Program

— 1. Accept an Office of Community Oriented Policing Services Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects Grant Award. This grant funds enhancement of the Police Department's Wellness Program through applicable training, in the amount of $196,792, for the two-year grant period which begins October 1, 2023 and ends September 30, 2025.

6F. Acceptance of Country Hills Subdivision Pavement and Water Improvements, Project No. 7322

— 1. Accept project as complete and authorize City Clerk to file and record Notice of Completion;

— 2. Accept the Warranty Bond; and

— 3. Authorize the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond and release the Payment Bond upon further notification from the Public Works Department.

6G. City of Brea Annual Comprehensive Financial Report and Related Audit Reports for the Fiscal Year Ended June 30, 2023

— 1. Receive and file.

6H. Outgoing Payment Log and January 12, 19 and 26, 2024 City Disbursement Registers

— 1. Receive and file.

6I. Monthly Report of Investments for the City of Brea for Period Ended December 31, 2023

— 1. Receive and file.

7: CITY/SUCCESSOR AGENCY - CONSENT

7A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended December 31, 2023

— 1. Receive and file.

7B. January 26, 2024 Successor Agency Disbursement Register

— 1. Receive and file.

8: ADMINISTRATIVE ANNOUNCEMENTS

8A. City Manager

8B. City Attorney

8C. Council Requests

9: COUNCIL ANNOUNCEMENTS

9A. Council Announcements

10: ADJOURNMENT

10A. Meeting Adjournment

Date Posted: February 1, 2024

City of Brea

City Council Regular Meeting Communication

Overview of City of Brea Impact Fees

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:30 P.M. Item: 2D

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Request staff to move forward with the Public Hearing on March 19, 2024 to adopt the Impact fee Studies and adjust Fire, Dispatch, Water and Sewer Impact and Sewer Connections Fees.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Financial Services Manager, Revenue
Concurrence: Kristin Griffith, Director of Administrative Services and
Monica Lo, Deputy Director of Administrative Services

Attachments

Fire Dispatch Water and Sewer - Introduction 2-6-24.pdf

Fire, Dispatch, Water, and Sewer Impact Fee Overview

February 6, 2024

Agenda

- Background
- Fire and Dispatch Impacts Fees
- Water and Sewer Impact Fees
- Sewer Connection Fees
- Timeline
- Next Steps

Background - What is a Development Impact Fee?

One-time charge



Imposed at building permit stage



Imposed on all development projects within a defined geographic area



Funds facilities to serve new development



Background

- Dispatch & Fire Impact Fees
  - Last adopted study - 2006
  - Last fee adjustment - 2006
- Water Impact Fees
  - Last Study – 2002
  - Fees adjusted annually based on Construction Cost Index since 2003
- Sewer Impact Fee – NEW!
- Sewer Connection Fees
  - Last updated in 1975
  - Repeal Ordinance & Adopt fee by resolution

Fire & Dispatch Impact Fees

Fire Impact Fees

- Based upon fire protection facilities of $40,924,909/79,951 service population. Per capita $512 is multiplied by density for SF residential unit of 2.67.
  - Current Fee per Single Family Unit: $1,029
  - Maximum Justified Fee per average Single Family Unit - $1,394 (includes $27 admin fee).

Dispatch Impact Fees

- Based upon dispatch inventory of $2,818,555/116,000 service population. Per capita of $24 is multiplied by density for SF residential unit of 2.67.
  - Current Fee per Single Family Unit - $55
  - Maximum Justified Fee per average Single Family Unit - $65 (includes $1 admin fee).

Water & Sewer Impact Fees

Water Impact Fees

- Based Upon 2021 Water Master Plan; total costs $125,339,000.
- Based Upon District and Zones
- Current Fees: $608 - $126,315
- Proposed Fees: $1,382 to $96,965

Sewer Impact Fees (NEW)

- Based Upon 2020 Sewer Master Plan; totals costs $19,004,880
- Recapture investments in system capacity from new connections
- 500 GDP demand equivalent for a 1” meter (consistent with Water Impact Fee)
- $765 per connection

Sewer Connection Fees

- Utilized for the maintenance and repair of the sewer system
- Current fee range $5-$20 per unit
- Proposed fees based upon the Net Book Value of City's sewer assets of $17,162,926
  - Original Cost less Depreciation = Net Book Value
- Initial calculation resulted in a 3,000% increase
- Recommendation: average calculated increase is 370% increase
- Recommended fee range $24-$94 per unit

Proposed Time

February 15, 2024

Public Hearing
Notice Posted

March 5, 2024

Repeal of Sewer
Connection Fees

March 8, 2024

2nd Public Hearing
Notice Posted

March 19, 2024

Public Hearing
Adoption of Studies
Fire & Dispatch Impact Fees
Water & Sewer Impact Fees
Sewer Connection Fees
Second Reading for Repeal
of Sewer Connection

April 2, 2024

2nd Reading for
Sewer Impact
Fees

May 18, 2024

Fire, Dispatch, Water
Impact Fees become
effective

June 1, 2024

Sewer Impact Fees
become effective

Next Steps

- Publish Public Hearing Notice
  - Adoption of Impact Fee Studies
  - Dispatch, Fire, Sewer (NEW) and Water Impact Fees
  - Updated Sewer Connection Fees
- Repeal Sewer Connection Ordinance
- Public Hearing – March 19, 2024

Questions?

City of Brea

City Council Regular Meeting Communication

Introduction of Ordinance Approving an Inflationary Adjustment of City Council Member Salaries

Meeting	Agenda Group	
Tuesday, February 6, 2024, 7:00 PM	ADMINISTRATIVE ITEMS	Item: 5A

FROM
Bill Gallardo, City Manager

RECOMMENDATION

Waive full reading and introduce Ordinance No. 1246 to make an inflationary adjustment of Brea City Council Member salaries in accordance with Senate Bill (SB) 329. Amend the City's Fiscal Year 2023-25 Operating Budget to appropriate $4,299.30 from the City's General Fund (110) to make an inflationary adjustment for Brea City Council salaries.

BACKGROUND/DISCUSSION

In 2023, the Legislature enacted SB 329 to provide for an inflationary adjustment to city council member salaries. This bill authorizes a city council to enact an ordinance to make an inflationary adjustment of city council member salaries based on the population of the city, as specified in the attached Chart. The last adjustment to council members salaries was approved in 2005. On October 17, 2023, during the study session portion of the meeting, staff reported the SB 329 update. Staff was directed to bring back options to further discuss an inflationary adjustment of Brea City Council Member salaries. On December 5, 2023, during the study session portion of the meeting, staff provided several options to consider. Staff was instructed to move forward with a modified Option A, totaling $143.31 per month increase for Brea City Council Members salaries. The new monthly rate, effective January 2025 will be $824 per month. This amount is consistent with the median of the current 10-city salary survey for city council members. Brea City Council members receive a salary only and no other benefits.

Proposed Ordinance No. 1246 will set a fixed salary amount of $824 per month for Brea City Council members that will remain in effect until changed by another ordinance. State law precludes a city council from enacting a salary ordinance with an automatic adjustment provision. This prohibition is found in Government Code Section 36516(a)(5), which states: "No ordinance shall be enacted or amended to provide automatic future increases in salary." Furthermore, on November 6, 2012, Brea voters enacted Measure T, officially known as the Brea Accountability Act. Among other things, Measure T added Section 2.00.130 to the City Code to limit Brea City Council Member salaries as specified in Government Code Section 36516(a). Thus, Measure T does not preclude enactment of an ordinance to increase Brea City Council Member salaries consistent with the new statutory amount specified in Government Code Section 36516(a).

FISCAL IMPACT/SUMMARY

The Brea City Council consists of five members. The estimated General Fund impact for inflationary adjustment of Brea City Council Member salaries, effective January 1, 2025, will be pro-rated for six months from January through June 2025 totaling $4,299.30 and thereafter $8,598.60 per fiscal year. An appropriation is requested for fiscal year 2024-25 to account for this increase and will be included in future fiscal years as part of the budget process.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Yerika Ambriz, Senior Management Analyst

Concurrence: Terence Boga, City Attorney

Attachments

CHART - New Maximum Statutory Amounts Based on City Population.pdf

Ordinance - Inflationary Adjustment of City Council Members Salaries.pdf

CHART

SB 329 – New Maximum Statutory Amounts Based on City Population

City Population*	Current Statutory Amount**	New Statutory Amount
0 – 35,000	$300/month	$950/month
35,001 – 50,000	$400/month	$1,275/month
50,001 – 75,000	$500/month	$1,600/month
75,001 – 150,000	$600/month	$1,900/month
150,001 – 250,000	$800/month	$2,550/month
over 250,000	$1,000/month	$3,200/month

* The population of a city is determined by the last preceding federal census, or a subsequent census, or an estimate validated by the Department of Finance.

** Retirement, health and welfare, and federal social security benefits are not included for purposes of determining salary if the same benefits are available and paid by the city for its employees. Reimbursement for actual and necessary expenses incurred in the performance of official duties also is not included for purposes of determining salary.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING AN INFLATIONARY ADJUSTMENT OF CITY COUNCIL MEMBER SALARIES

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

A. <u>RECITALS:</u>

(i) Government Code Section 36516 authorizes general law cities, including the City of Brea, to pay city council members a monthly salary up to a statutory limit based on city population.

(ii) On December 20, 2005, the Brea City Council adopted Ordinance No. 1087 to adjust Brea City Council Member salaries in accordance with Government Code Section 36516.

(iii) On November 6, 2012, Brea voters passed Measure T, officially known as the Brea Accountability Act. Among other things, Measure T enacted Brea City Code Section 2.00.130 to limit Brea City Council Member salaries as specified in Government Code Section 36516.

(iv) On June 29, 2023, Governor Newsom approved Senate Bill (SB) 329 to enact amendments to Government Code Section 36516 including an increase of the statutory limits on city council member salaries.

(v) As amended by SB 329, Government Code Section 36516 authorizes general law cities with a 35,001 to 50,000 population to pay city council members a monthly salary of $1,275.

(vi) This Ordinance will make the first inflationary adjustment of Brea City Council Member salaries in 19 years and such adjustment will be significantly below the

limit set by state law as of today.

B. ORDINANCE:

SECTION 1. The facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

SECTION 2. Effective as of January 1, 2025, the start of the calendar year after commencement of office for Brea City Council Members elected at the November 5, 2024 general municipal election, each Brea City Council Member shall receive a salary in the amount of $824 per month.

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

APPROVED AND ADOPTED this __ day of _____, 2024.

_____
Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the ___ day of _____, 2024, and was finally passed at a regular meeting of the City Council of the City of Brea held on the ____ day of _____, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____, 2024

_____
Lillian Harris-Neal, City Clerk

City of Brea

City Council Regular Meeting Communication

January 16, 2024 City Council Regular Meeting Minutes

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CONSENT CALENDAR Item: 6A

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared By: Victoria Popescu, Deputy City Clerk

Concurrence: Lillian Harris-Neal, City Clerk

Attachments

City Council Regular Meeting-1-16-2024-minutesDraft.pdf

** **The following document is a draft of the minutes and the not the official approved minutes** **

Minutes for the City Council Regular Meeting

1 Civic Center Circle, Brea, California 92821

January 16, 2024, 7:00 PM - January 16, 2024, 8:00 PM

Roll Call: *(The following members were in attendance)*

- **Cecilia Hupp,** Council Member
- **Christine Marick,** Mayor
- **Marty Simonoff,** Council Member
- **Blair Stewart,** Mayor Pro Tem
- **Steve Vargas,** Council Member

1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:00 P.M.

1A. CALL TO ORDER/ROLL CALL

Mayor Marick called the Closed Session to order at 6:00 p.m. All members were present.

1B. PUBLIC COMMENT

None.

1C. 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: Shenkman & Hughes, PC California Voting Rights Act Claim

Mayor Marick adjourned the Closed Session at 6:36 p.m.

2. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:20 P.M.

2A. CALL TO ORDER/ROLL CALL

Mayor Marick called the Study Session to order at 6:37 p.m. All members were present.

2B. PUBLIC COMMENT

None.

2C. CLARIFY REGULAR MEETING TOPICS

Council Member Simonoff requested clarification on item 6C, Professional Services Agreements for As-Needed Citywide Document Scanning Services.

City Clerk Harris-Neal provided a brief overview of the project structure and explained the need for awarding two (2) Professional Services Agreements in order to complete the scope of work in an efficient manner.

Council directed staff to ensure oversight on both agreements so that they stay within the total allocated budget for the project and requested staff provide quarterly updates to Finance Committee.

2D. Discussion Item - Southern California Association of Governments Annual Conference Delegate and Alternate

The City Council appointed Councilmember Simonoff as the Delegate and Mayor Pro Tem Stewart as the Alternate for the Southern California Association of Governments Annual Conference.

2E. Mayor Appointments

Mayor Marick maintained the same Council Committee assignments as the previous year and appointed Mayor Pro Tem Stewart to the Bridges at Kraemer Place Community Advisory Board.

2F. Affordable Housing Tenant Recertification Process Discussion

Senior Management Analyst Dao provided a presentation and spoke about Fair Housing Laws, Acacia's Affordable Housing Agreement, the Acacia apartments, Acacia's deferred maintenance, and the City's housing funds.

Council discussed the means in which tenants are at risk of losing their eligibility; the means in which rents can be raised; the laws that govern low income housing qualifications and eviction; tenants protection; and income qualifications and household size.

Council directed staff to return back to a future meeting with language for future affordable housing agreements and review existing agreements to safeguard against over-income tenants.

2G. COUNCIL MEMBER REPORT/REQUESTS

Mayor Marick adjourned the Study Session at 7:00 p.m.

3. GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.

3A. CALL TO ORDER/ROLL CALL

Mayor Marick called the General Session to order at 7:05 p.m. All members were present.

3B. PLEDGE OF ALLEGIANCE: Boy Scout Troop 707

Boy Scout Troop 707 led the Pledge of Allegiance.

3C. INVOCATION: Pastor Dan Crane, Formation Church

Pastor Dan Crane, Formation Church, led the Invocation.

3D. PRESENTATION: Visiting Students from Brea Sister City - Anseong, Korea

Community Services Supervisor Steyerman and Brea Korea Sister City Association Member Esther Im spoke about the relationship and exchange between the City of Brea and the City of Anseong. They also thanked the host families for hosting students visiting the City from Anseong, Korea.

Chaperone Minhee Kim spoke about the prosperous history of exchange between the City of Brea and City of Anseong and thanked the City of Brea for hosting the delegation's visit.

Mayor Marick, on behalf of the entire City Council, recognized the student delegates and presented them with Commendations memorializing their visit.

3E. PRESENTATION: Orange County Mosquito and Vector Control District Awareness Campaign Recognition

Lora Young, Orange County Mosquito and Vector Control District, presented the City of Brea with an award in recognition of their top contributions to the Orange County Mosquito and Vector Control District Awareness Campaign.

3F. PRESENTATION: Cal Cities (League of California Cities)

Connor Medina, Regional Public Affairs Manager for the Orange County Division of the League of California Cities (Cal Cities), provided a PowerPoint presentation and spoke

about the mission of Cal Cities; Cal Cities resources and opportunities to participate; Brea's representation on policy committees; rate of return on Cal Cities investment; and 2024 legislative priorities.

3G. PRESENTATION: Business of the Quarter

The City Council displayed a video presentation of the Business of the Quarter, recognizing Coldwell Banker Diamond, The Alex Horowitz Group.

3H. REPORT- PRIOR STUDY SESSION

City Manager Gallardo provided a report on the prior Study Session.

3I. COMMUNITY ANNOUNCEMENTS

Mayor Pro Tem Stewart announced that the Engage Brea, Understanding Your City, community engagement program will begin on March 21. He explained that Engage Brea is an eight-week program that connects residents with their local City government and provides participants with a general overview of City operations, departments, and external agencies that affect our community. He indicated that Brea residents can fill out an application for the program by visiting the City's website.

Councilmember Simonoff invited soon-to-be brides and grooms to the Brea Wedding Show on Saturday, January 27, from 11:00 a.m. to 3:00 p.m. He added that participants will be able to enjoy samples and door prizes, shop and compare among a variety of vendors that range from DJ's, bakeries, photographers, venues, travel representatives and more. He encouraged interested participants to pre-register online at breaweddingshow.com.

Councilmember Hupp announced that the City of Brea will host its first Movies Under the Stars of 2024 on Saturday, February 3 at 6:00 p.m. on the Plaza Level of the Civic & Cultural Center, with Barbie as the featured film. She indicated there will be fun activities, photo opportunities, and hair sparkles for purchase.

Councilmember Vargas announced that Brea Gallery's Annual Made in California Juried Exhibition is now open for submissions. He explained that this exhibit strives to highlight artists in all stages of their careers and offer them a chance to compete for a number of cash prizes, as well as the opportunity for a solo show. He invited all artists in California, working in all mediums, to enter and to be part of this exciting exhibit. He indicated that the entry deadline to apply is February 9.

3J. MATTERS FROM THE AUDIENCE

Teresa Ulrich spoke in support of item 5A, Waive Full Reading and Introduce Ordinance No. 1239, Prohibiting Large Truck Use of Carbon Canyon Road (State Route 142) and Approve CEQA Exemption Determination.

Gary Brattain spoke about the Planning Commission appointments in 2023 and discussions that took place during the Study Session meeting.

3K. RESPONSE TO PUBLIC INQUIRIES

None.

4. PUBLIC HEARING

4A. Adoption of a resolution approving the City's Fiscal Year 2024-25 Grant Application to the County of Orange for the Community Development Block Grant Program (CDBG)

Senior Management Analyst Colacion provided a presentation and spoke about the Community Development Block Grant Program (CDBG) program history, application, recent projects, Fiscal Year 24-25 proposed project and recommendation.

Mayor Marick opened the Public Hearing.

Seeing no members of the public wishing to address the Council, Mayor Marick closed the Public Hearing.

The City Council spoke in support of the grant application.

Motion was made by Council Member Simonoff and seconded by Council Member Hupp to adopt Resolution No. 2024-001, approving the City's participation in the Fiscal Year 2024-25 Community Development Block Grant Program (CDBG) with the County of Orange. Motion passed 5-0-0.

5. ADMINISTRATIVE ITEMS

5A. Waive Full Reading and Introduce Ordinance No. 1239, Prohibiting Large Truck Use of Carbon Canyon Road (State Route 142) and Approve CEQA Exemption Determination

City Engineer Espinoza provided a presentation and spoke about California Vehicle Code requirements; City of Brea and City of Chino's joint request to prohibit vehicles or vehicle combinations with more than 4-axels on Carbon Canyon Road; existing warning signs;

and removal and replacement of regulatory signs in the City of Brea. He also noted receiving community support in response to the public notification of the item; approval process through CalTrans; and timeframe for permitting and sign installation.

Council discussed the partnership between the City of Brea and the City of Chino Hills and encouraged staff to keep the forward momentum towards completing the project.

Motion was made my Council Member Simonoff and Seconded by Council Member Vargas to introduce Ordinance No. 1239, an Ordinance of the City Council of the City of Brea prohibiting large truck use of Carbon Canyon Road (State Route 142) and approving a CEQA exemption determination. Motion passed 5-0-0.

5B. Presentation and Adoption of Cultural Arts Master Plan

Community Services Department Deputy Director Hernandez introduced the item and spoke about the project background.

Cultural Arts Commissioners Shultz and Shay spoke about the importance of the Cultural Arts program in the City of Brea; the City's support for the Arts; Cultural Arts Master Plan (CAMP) goals; and process. They also honored Steering Committee Member Joan Kawase for her dedication to the Committee.

Rick Stein, President & CEO, Arts Orange County, provided a presentation and spoke about the process for collecting community input. He also provided an overview of the collected input for the Art in Public Places program, Civic and Cultural Center complex, Curtis Theatre, Brea Gallery, special events, marketing, Sister Cities, and special circumstances.

The City Council recognized the Cultural Arts Master Plan Steering Committee Members and Mayor Marick presented members in attendance with certificates in recognition of their service.

6. CONSENT CALENDAR

Motion was made by Council Member Simonoff and Seconded by Council Member Hupp to approve City Council Consent Items 6A - 6F. Motion passed 5-0-0

6A. December 19, 2023 City Council Regular Meeting Minutes

The City Council approved the December 19, 2023 City Council Regular Meeting Minutes.

6B. Adopt Resolutions Authorizing the Director of Public Works to Prepare and File Reports Relating to Annual Maintenance Assessment in Landscape and Lighting Maintenance Districts 1 through 7

The City Council adopted Resolution Nos. 2024-002 - 2024-008 authorizing the Director of Public Works to prepare and file reports relating to annual maintenance assessments in Landscape and Lighting Maintenance Districts 1 through 7.

6C. Professional Services Agreements for As-Needed Citywide Document Scanning Services

The City Council approved Professional Services Agreements between the City of Brea and Complete Paperless Solutions and Raycom Data Technologies for as-needed Citywide Document Scanning Services in the amount not-to-exceed $300,000 per agreement, plus up to a 10% contingency. Collectively, both agreements will not exceed the $419,124 allocated for the project; and authorized the City Manager to approve contingency work for required changes within the above not-to-exceed total.

6D. Upcoming City Council Topics January – June 2024

The City Council received and filed the report on Upcoming City Council Topics January - June 2024.

6E. Approval of Memorandum of Understanding Between the City of Brea and the Brea Fire Management Association

The City Council adopted Resolution No. 2024-009, approving a Memorandum of Understanding between the City of Brea and the Brea Fire Management Association.

6F. Adoption of new job descriptions and salary tabled for the positions of Information Technology Supervisor, Police Records and Property & Evidence Supervisor and Combination Inspector, amend the position allocation list for FY 2023/24 to reflect the changes, and place the classifications in the appropriate bargaining units for representation purposes

The City Council approved Resolution No. 2024-010 adopting job descriptions and salary tables for the positions of Information Technology Supervisor, Police Records / Property & Evidence Supervisor, and Combination Inspector; placing the classifications in the Administrative and Professional Employees' Association (APEA) and the Brea City Employees' Association (BCEA) bargaining units respectively for representation

purposes; and amending the Position Allocation List to include these positions in the appropriate Department and/or Division.

6G. Accept a $77,000 Office of Traffic Safety Selective Traffic Enforcement Program Grant Award for Traffic Safety Operations

The City Council accepted the Office of Traffic Safety Selective Traffic Enforcement Program (OTSSTEP) Grant Award which funds best practice strategies to be implemented to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors, in the amount of $77,000, for the one-year grant period which begins October 1, 2023 and ends September 30, 2024.

6H. December 15 & 22, 2023 and January 5, 2024 City Disbursement Registers

The City Council received and filed the December 15 & 22, 2023 and January 5, 2024 City Disbursement Registers.

7. CITY/SUCCESSOR AGENCY - CONSENT

Motion was made by Council Member Simonoff and seconded by Council Member Vargas to approve City/Successor Agency Item 7A. Motion passed 5-0-0.

7A. December 15, 2023 Successor Agency Disbursement Register

The City Council, as the Successor Agency, received and filed the December15, 2023 Successor Agency Disbursement Register.

8. ADMINISTRATIVE ANNOUNCEMENTS

8A. City Manager

City Manager Gallardo introduced newly appointed Fire Chief Mark Terrill.

8B. City Attorney

None.

8C. Council Requests

None.

9. COUNCIL ANNOUNCEMENTS

9A. Council Announcements

Mayor Pro Tem Stewart commended Public Works Employees Chris Lopez and Edgar Esparza for going above and beyond to promote the City's parkway tree replacement program.

Council Member Vargas acknowledged Linda Shay for her work with the City's Mill's Act program.

10. ADJOURNMENT

10A. Meeting Adjourment

Mayor Marick adjourned the General Session at 8:28 p.m. in memory of Joan Kawase.

City of Brea

City Council Regular Meeting Communication

Second reading of Ordinance No. 1239, an Ordinance of the City Council of the City of Brea prohibiting large truck use of Carbon Canyon Road (State Route 142) and approving a CEQA exemption determination

Meeting	Agenda Group	
Tuesday, February 6, 2024, 7:00 PM	CONSENT CALENDAR	Item: 6B

RECOMMENDATION

1. Waive full reading and introduce Ordinance No. 1239 prohibiting large truck use of Carbon Canyon Road (State Route 142); and
2. Approve a California Environmental Quality Act (CEQA) exemption determination.

BACKGROUND/DISCUSSION

In 2016, the City of Chino Hills invited the City of Brea to collaborate on the preparation of a preliminary traffic study to analyze issues related to traffic volumes, operations and truck traffic safety along Carbon Canyon Road (State Route 142). The City of Brea agreed to participate in the preliminary traffic study at no cost. The roadway spans across San Bernardino and Orange Counties and is often used as a commuter thoroughfare. Carbon Canyon Road, also known as State Route 142, is under the jurisdiction of the California Department of Transportation (Caltrans). The segment through Carbon Canyon is approximately 8.4 miles from Chino Hills to Brea and is maintained by two separate Caltrans Districts; District 12 (Orange County) on the Brea side to the county line, and District 8 (San Bernardino County) on the Chino Hills side to the county line.

In 2017, the City of Chino Hills completed the study and shared a Technical Memorandum and its findings entitled "Carbon Canyon Road (SR142) Corridor Initial Study - Phase I" dated March 13, 2017. The Phase I Study gathered traffic speeds, collision data, field observations, traffic volume counts, roadway geometrics and truck traffic maneuverability. In the City of Brea, the accident history showed, from a period of December 2010 to November 2015, 29 collisions (primarily rear end) with a primary collision factor of unsafe speed. The collisions were within the vicinity of the Chino Hills Discovery Center entrance and at the intersection with Valencia Avenue. Many of the findings had recommendations to proceed with Phase II of the study, which would include a full in-depth analysis of the corridor.

In 2018, the City of Chino Hills asked if the City of Brea would partner in the preparation of Phase II of the Carbon Canyon Corridor Study. The Phase II Study was to comprehensively analyze traffic volumes, speeds, collision history, traffic calming and intersection delay times. A primary emphasis of the study was to focus on large-truck traffic issues to overcome some of the traffic and safety challenges on this corridor. The total cost of the Phase II Study was $70,000. Since most of the significant findings in the Phase I Study affected Chino Hills, the City of Chino Hills offered to pay for $50,000 of the Phase II Study cost. The City of Brea agreed to participate in this study at a cost of $20,000.

After discussions between both cities, it was decided that the first action should include restricting large trucks on Carbon Canyon Road. Since Carbon Canyon Road is controlled by the State, a formal request to restrict truck traffic would have to be submitted to Caltrans. On March 26, 2019, the City of Chino Hills approved a resolution recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet kingpin-to-rear axle (KPRA) on Carbon Canyon Road. On June 4, 2019, the City of Brea also approved a resolution recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet KPRA on Carbon Canyon Road. These actions allowed the agencies to install warning signs. Further action by both agencies would be required to implement full restrictions along Carbon Canyon Road.

With the approval of these resolutions, along with the Phase II study, the two agencies submitted the documents to Caltrans (Districts 8 and 12) for further review and consideration. These documents were approved by the local Districts and forwarded to Caltrans headquarters in Sacramento for final approval to implement full restrictions. The Cities of Brea and Chino Hills have been collaborating with Caltrans headquarters to answer any outstanding questions and finalize the ordinance language necessary to prohibit vehicles or vehicle combinations with more than four axles on Carbon Canyon Road. This specific language will supersede the existing 30 feet KPRA warning. On November 21, 2023, both agencies received email confirmation that the Caltrans Director approved the restriction on large truck use on Carbon Canyon Road.

Staff, in consultation with the City Attorney's Office, has determined that the proposed Ordinance is exempt from CEQA review under CEQA Guidelines Section 15061(b)(3). Under Section 15061(b)(3), it can be seen with certainty that there is no possibility the Ordinance may have a significant effect on the environment because this Ordinance will require a small number of vehicles to use an alternate route, involving a slightly longer distance. Additionally, the Ordinance improves the operation and safety of an existing highway. Adoption of this Ordinance therefore is also exempt from CEQA review pursuant to CEQA Guidelines Section 15301.

The next step in the process requires the City of Brea to adopt an ordinance prohibiting vehicles or vehicle combinations with more than four axles on Carbon Canyon Road. On December 13, 2022, the City of Chino Hills adopted an ordinance prohibiting large truck use on Carbon Canyon Road. The City of Chino Hills recently amended its ordinance on December 12, 2023, to reflect the updated language approved by Caltrans headquarters. If the proposed Ordinance is adopted, it will be sent to District 12 and Caltrans headquarters for their records. The next step will require the two agencies submit an encroachment permit to both Districts 8 and 12 for sign modifications to provide notice of the prohibition of vehicles or vehicle combinations with more than four axles on Carbon Canyon Road. The prohibition would go into effect once the existing warning signs are replaced with regulatory signs by both agencies.

The Ordinance was introduced at the January 16, 2024 regular City Council Meeting.

FISCAL IMPACT/SUMMARY

Since 2016, the Cities of Chino Hills and Brea have been collaborating to restrict the use of large truck traffic on Carbon Canyon Road. Both cities have partnered in the development of Carbon Canyon Corridor Studies whose findings support the restriction of large truck traffic on Carbon Canyon Road. Recently, as a result of these efforts, Caltrans has approved ordinance language for a prohibition of vehicles or vehicle combinations with more than four axles on Carbon Canyon Road. In order to formalize these restrictions, the City of Brea is required to adopt the proposed Ordinance. Adoption of the proposed Ordinance would allow the City of Brea to initiate the formal process to prohibit large truck use on Carbon Canyon Road. In addition, it has been determined that the proposed Ordinance is exempt from CEQA review pursuant to CEQA Guidelines Sections 15061(b)(3) and 15301. There will be no additional impact on the general fund for this action. Any cost associated with the installation of truck restriction signs can be absorbed through the Public Works Department's approved operating budgets.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Alberto Espinoza, MPA, PE, TE, City Engineer
Concurrence: Michael Ho, PE, Public Works Director

Attachments

Attachment A - Truck Restriction Ordinance.pdf

ORDINANCE NO. 1239

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA PROHIBITING LARGE TRUCK USE OF CARBON CANYON ROAD (STATE ROUTE 142) AND APPROVING A CEQA EXEMPTION DETERMINATION

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

A. <u>RECITALS:</u>

(i) Carbon Canyon Road (State Route 142) is under the jurisdiction of the State of California.

(ii) Pursuant to Vehicle Code Sections 35701(a) and 35702, with approval of the truck restriction report from the California Department of Transportation ("Caltrans"), the City may adopt an ordinance to prohibit the use of Carbon Canyon Road (State Route 142) by any vehicle exceeding a maximum gross weight limit.

(iii) Pursuant to Vehicle Code Sections 21101(c) and 21104, with approval of the truck restriction report from Caltrans, the City may adopt an ordinance to prohibit the use of Carbon Canyon Road (State Route 142) by certain vehicles.

(iv) The City of Brea and the City of Chino Hills retained a professional traffic consultant, Iteris, Inc., to conduct a thorough study of potential safety and operational concerns related to the operation of large trucks on Carbon Canyon Road (State Route 142).

(v) The Iteris studies identified serious operational safety and concerns with respect to travel on Carbon Canyon Road (State Route 142) by large trucks and recommended enactment of a prohibition.

(vi) On June 4, 2019, the City Council adopted Resolution No. 2019-041

recommending that the State of California prohibit trucks with kingpin-to-rear axle distance over 30 feet from traveling on Carbon Canyon Road (State Route 142) from Valencia Drive to the Orange County Line.

(vii) Caltrans has reviewed and granted written approval of this Ordinance.

B. ORDINANCE:

SECTION 1. The facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

SECTION 2. Section 10.40.050 (Weights and Routes Designated) of Chapter 10.40 (Truck Routes and Terminals) of Title 10 (Vehicles and Traffic) of Part I (Municipal Code) of the Brea City Code is amended by adding a new paragraph E to read as follows:

"E. Paragraph B shall not apply to vehicles that are subject to the prohibition in Section 10.40.060."

SECTION 3. Chapter 10.40 (Truck Routes and Terminals) of Title 10 (Vehicles and Traffic) of Part I (Municipal Code) of the Brea City Code is amended by adding a new Section 10.40.060 to read as follows:

"**§ 10.40.060 Vehicle Axle Limitations on Carbon Canyon Road (State Route 142).**

A. Vehicles or vehicle combinations with more than four axles are prohibited on Carbon Canyon Road (State Route 142) from Valencia Drive to the Orange County Line except as provided in paragraph B of this section. State routes 57, 60, 71 and 91 are designated as alternate routes for such vehicles.

B. Paragraph A of this section shall not apply to the following vehicles:

1. Vehicles actually involved in providing services, making pickups or deliveries of goods, wares and merchandise, or delivering construction materials to sites

on the restricted highway segment, and that have no other means of access.

2. Authorized refuse hauling vehicles actually picking up refuse, waste, recyclable material, or other garbage.
3. School buses or buses transporting persons engaged in any type of authorized school activity.
4. Authorized emergency and fire suppression vehicles.
5. Vehicles subject to Public Utilities Code Section 1031 et seq.

C. Any violation of this section may be prosecuted as an infraction or as a civil administrative action in the discretion of the City Attorney or City Prosecutor. The fine or administrative penalty shall be one hundred dollars ($100) per violation."

SECTION 4. The Public Works Director shall cause appropriate signs to be erected to give notice of the prohibition imposed by this Ordinance.

SECTION 5. The City Council finds that this Ordinance improves the operation and safety of an existing highway. Adoption of this Ordinance is therefore exempt from California Environmental Quality Act ("CEQA") review pursuant to Title 14, Section 15301 of the California Code of Regulations. Additionally, the City Council finds that it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment because this Ordinance will require a small number of vehicles to use an alternate route involving a slightly longer distance. It is therefore also exempt from CEQA review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 6. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court

action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this __ day of _____, 2024.

_____
Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the ___ day of _____, 2024, and was finally passed at a regular meeting of the City Council of the City of Brea held on the ____ day of _____, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____, 2024

_____
Lillian Harris-Neal, City Clerk

City of Brea

City Council Regular Meeting Communication

Professional Services Agreement with De Novo Planning Group for the Focused General Plan Update, Brea Core Specific Plan, Transportation Improvement Impact Fee Nexus Study and Associated Environmental Review.

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CONSENT CALENDAR Item: 6C

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

EXECUTIVE SUMMARY

The City is preparing a Focused General Plan Update, Brea Core Specific Plan, Transportation Improvement Impact Fee Nexus Study, and associated environmental review, which represents the renewal of the City's long-range vision. These tasks are already identified in the City's biennial operating budget for Fiscal Year (FY) 2023-25. As the first step in the project initiation, the City conducted an intensive consultant selection process including: request for proposals (RFP), proposal evaluations, and interviews. Following this competitive process, De Novo Planning Group was identified as the most qualified firm to complete the Project. As such, this is a request for the City Council approval of a professional services agreement between the City and De Novo Planning Group to complete these tasks.

RECOMMENDATION

Staff recommends that the City Council take the following actions:

Approve a professional services agreement (Attachment A) between the City of Brea and De Novo Planning Group for the Focused General Plan Update, Brea Core Specific Plan, Traffic Impact Fee Nexus Study, and associated environmental review, in an amount of not to exceed $1,289,816 plus contingency of $119,996 (9.3 percent);

Authorize and direct the City Manager and the City Clerk to execute the agreement, and authorize the City Manager and the Community Development Director to take all actions necessary to implement and administer the terms of PSA;

Amend the City's 2023-25 Operating Budget to appropriate an additional $119,996 from the City's General Plan Maintenance Fund (Fund 120) to cover the contingency as specified in the professional services agreement; and

Find the proposed professional services agreement and related actions exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306 (Class 6, Information Collection).

BACKGROUND/DISCUSSION

Background

The City's General Plan is a document that provides a blueprint for meeting the community's long-term vision for the future. The City's current General Plan was adopted in 2003, with the horizon year of 2020. Although a number of amendments to the General Plan has been made in past years in consideration of changing landscapes, environments, legislation, industry practices, and development projects (i.e. Housing Element updates, General Plan designation changes, etc.), these amendments were limited in nature, and given that the 20-year horizon year has passed, the current General Plan document is no-longer a visioning document for the community and decision-makers. As such, staff has identified a need for a focused update of the City's General Plan and completed an audit of the existing General Plan in May of 2023. In addition, as the phase one of larger Brea Core improvement effort, the City Council adopted the Brea Connecting the Core Active Transportation Plan (ATP) in 2020, which developed a community-driven vision of a connected and safe transportation system for all. The phase two of this effort, Brea Core Specific Plan, addressing/establishing land use and new standards and guidelines for development within the Brea Core area, needs to be initiated as part of the focused General Plan update. In recognition of above-mentioned need, the City's biennial operating budget for FY 2023-25, approved in June 2023, reflects a budget of $1,200,000 from the General Plan Maintenance Fund, which is earmarked for the Focused General Plan Update and Brea Core Specific Plan, along with all necessary environmental review (Project). The first step in initiating the work on the Project is to select a reputable consultant.

In addition, the City's most recently adopted Seven Year Capital Improvement Plan includes a work program to conduct a Transportation Improvement Impact Fee Nexus Study (Project #7718) for the FY 2023-2024, which has been assigned a budget of $125,000.00 from the Traffic Impact Fees Fund (Fund 540). Since such study relies heavily on the City's existing and anticipated land use densities, staff decided to include this CIP work program as the additional task to the Project, to be completed immediately following the completion of the Project.

Consultant Selection

On September 6, 2023, staff issued an RFP for consulting services for the Project in order to secure the technical expertise and resources needed to complete the Project. In response to the RFP, the City received three responses from the firms of Kimley-Horn and Associates, De Novo Planning Group, and Dudek.

A team of three staff members from the Community Development and Public Works Departments reviewed the submitted proposals based on the selection criteria, which included qualifications and capability of the firm/staff, relevant experience and past performances, proposed scope of services, and pricing. In addition, an in-person interview was conducted with all three firms to further evaluate the proposals and the project team. Based on the review, staff determined that the proposal and staff from De Novo Planning Group was best suited to meet the City's consulting needs.

Overall, De Novo Planning Group's proposal demonstrated a qualified team of both in-house experts and sub-contractors which extensive and varied experience applicable to the Project who also has an in-depth knowledge of Brea based on their involvements in past Brea projects, a robust public outreach plan and a work plan that was thorough and detailed. In addition, De Novo Planning Group was the only firm that originally proposed a pricing that is consistent with the Project budget. Given the complexity of the Project and newly identified need to incorporate an additional task into the Project (previously mentioned CIP work program – Transportation Improvement Impact Fee Nexus Study), staff negotiated several refinements to the submitted proposal. De Novo Planning Group was able to accommodate such refinements without impacting the original budget and provide a fair and reasonable pricing for the additional task, which is well within the budget assigned for that task. Although staff is requesting an additional appropriation of $119,996.00 from the General Plan Maintenance Fund, this request is limited in nature as the purpose of this request is to cover the contingency. As such, staff recommends that the City enter into a professional services agreement with De Novo Planning Group for the Project, inclusive of the additional task as previously mentioned.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their January 30, 2024 meeting and recommended City Council approval of the proposed professional services agreement.

FISCAL IMPACT/SUMMARY

The total cost for De Novo to complete the Project would be $1,409,812, which includes a not-to-exceed amount of $1,289,816 for the Project and the Traffic Nexus Study plus a contingency in amount of $119,996. The funding for the not-to-exceed cost is available and is already programmed in the City's FY 2023-2025 Budget and the Seven Year Capital Improvement Plan, through the General Plan Maintenance Fund and Traffic Impact Fees Fund. The proposed contingency would also be funded by the General Plan Maintenance Fund, pending the City Council approval of the staff recommendation for additional appropriation as requested. The Project, including the contingency, meets the qualifying criteria to utilize these two funds as the purpose of the General Plan Maintenance Fund is to update the City's General Plan and related studies, and the Traffic Impact Fees Fund is intended for projects related to traffic improvements and related studies. As the Project would be funded by two non-General Fund sources, the Project does not have an impact on the City's General Fund. The following table summarizes the funding sources for the Project:

Project Cost Type	**Amount**	**Funding Source**	**Amount**
Not-to-Exceed Project Cost	$1,289,816	General Plan Maintenance Fund	$1,200,000
		Traffic Impact Fees Fund	$89,816
Contingency*	$119,996	General Plan Maintenance Fund	$119,996

**pending City Council's approval of additional appropriation*

There are sufficient fund balance for both the General Plan Maintenance Fund and Traffic Impact Fees Fund currently available to fund the Project in its entirety, including the contingency. In addition, staff does not anticipate any additional project that would utilize the General Plan Maintenance Fund in near future.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Joanne Hwang, AICP, City Planner

Concurrence by: Jason Killebrew, Community Development Director

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Attachments

ATTACHMENT A. PSA - De Novo with Exhibit.pdf

Agreement No. 2024.02.07.001-CD-PLN
Professional Services Agreement

This Professional Services Agreement ("Agreement") is dated **February 7, 2024** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **De Novo Planning Group** ("Consultant"), a **S Corporation**.

RECITALS

City desires to retain Consultant as an independent contractor to provide the following professional services: **Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review, along with Transportation Improvement Impact Fee Nexus Study.**

A. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals, and as required by the City's RFP **# 2023.09.06.01** and the Scope of Services set forth in the attached Exhibit A (Proposal), and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule indicated in the Proposal.

B. Subject to the provisions of Section 3, in no event shall the total amount paid for the Services exceed the all-inclusive sum of **$1,289,816.00** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Contingency Work

A. This Agreement includes a contingency amount for potential additional work, which shall not exceed 9.3 percent of the Contract Amount ("Contingency Amount"). The parties may

agree on work to be provided in addition to the Services ("Additional Work"). The City Manager is authorized to approve, in writing, Additional Work that does not exceed the Contingency Amount. Consultant' s monthly invoice shall include a detailed description of any approved, Additional Work. Any work performed by Consultant without a written amendment or approval of the City Manager shall be deemed to be work included within the Services. A written amendment to this Agreement shall be executed for additional work that increases the Contract Amount by more than the Contingency Amount.

4. Term.

The term of this Agreement shall commence on **February 7, 2024** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire on **June 30, 2026.** The City Manager is authorized to approve, in writing, an extension of the term of this Agreement for up to one (1) additional year if determined necessary to complete the Services.

5. Time of Performance.

A. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Consultant shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four years from the date of final payment by City.

7. Standard of Care.

The Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.

B. Consultant shall obtain a City of Brea business license.

9. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims

to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Aggregate Limits that Apply per Project

f. Contractual Liability with respect to this Agreement

g. Broad Form Property Damage

h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

If ☒, then required	Combined Single Limit
☒Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
☒Automobile Liability	$2,000,000 per occurrence (any auto) for bodily injury and property damage
☒Workers’ Compensation	In the amount required by California law for Workers’ Compensation Limit.
☒Employer’s Liability	$1,000,000 per occurrence
☒Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)
☐ Cyber Liability	$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, “Claims”) in any manner and to the extent arising out of,

pertaining to, or incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of

default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 3 above includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

17. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods

providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

A. Consultant hereby designates **Amanda Tropiano** or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **Jason Killebrew, Community Development Director,** or such person's designee, as the City Representative for this Agreement.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

19. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
1 Civic Center Circle
Brea, CA 92821
United States
Jason Killebrew
JasonK@cityofbrea.net
714.990.7674

Consultant
De Novo Planning Group
180 East Main Street #108
Tustin, CA 92780
United States
Amanda Tropiano
atropiano@denovoplanning.com
714.453.7711

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

21. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

23. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

24. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

27. Exhibits.

The attached **Exhibit A is** incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, then provisions of this Agreement shall govern.

28. Entire Agreement.

This Agreement (including the attached Exhibit) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

De Novo Planning Group

By: Ben Ritchie (Jan 18, 2024 21:20 PST)
Ben Ritchie
President
britchie@denovoplanning.com

Date Signed: 01/18/24

CORPs: Chairperson, President, Vice President;
LLCs: Manager

By: Steve McMurtry
Steve McMurtry
Chief Financial Officer
smcmurtry@denovoplanning.com

Date Signed: 01/20/24

CORPs: Secretary, Asst. Secretary, Chief Finance Officer, Asst. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, for a corporation both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), for a limited liability company both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

By: _____
Bill Gallardo
City Manager
billga@cityofbrea.net

Date Signed: _____

Attest (if over $25,000)

By: _____
Harris-Neal, Lillian
City Clerk
lillianhn@ci.brea.ca.us

Date Signed: _____

EXHIBIT A
Scope of Services and Fee/Project Schedule

{CONSULTANT'S PROPOSAL ATTACHED}

CITY OF BREA

Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review

Revised January 8, 2024













PREPARED FOR:

City of Brea
Joanne Hwang, AICP, City Planner
1 Civic Center Circle
Brea CA 92821

PREPARED BY:

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

In association with:

rrm design group

Harris & Associates

KITTELSON & ASSOCIATES

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1

INTRODUCTION

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1A. TITLE PAGE

CITY OF BREA

Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review

Revised January 8, 2024

PREPARED FOR:

City of Brea
Joanne Hwang, AICP, City Planner
1 Civic Center Circle
Brea CA 92821

PREPARED BY:

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo Planning Group
Amanda Tropiano, Principal
180 E Main Street Suite 108
Tustin, CA 92656
714-453-7711
atropiano@denovoplanning.com

In association with:

rrm design group

Harris & Associates

KITTELSON & ASSOCIATES

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1C. LETTER OF TRANSMITTAL

October 31, 2023

City of Brea
Joanne Hwang, AICP, City Planner
1 Civic Center Circle
Brea CA 92821

Subject: **Proposal to Prepare a Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review**

Speaking on behalf of the entire De Novo Planning Team, we would like to thank you for the opportunity to submit this proposal to update the Brea General Plan, prepare the Brea Core Specific Plan, and complete the associated environmental review, including all tasks specified in the RFP, technical studies, and project management services. Based on our review of the RFP, deep local and regional experience, and subject-area expertise, we are confident that we have assembled a uniquely-qualified team to undertake this exciting project and deliver to the City an implementable General Plan and Specific Plan on-schedule and on-budget. Below we have outlined our dedicated team members and why the De Novo team is best qualified to assist you on this important work effort.

This is an exciting time for Brea to embark on updating its General Plan and preparing a new visionary Brea Core Specific Plan to guide future growth and development in the community, support economic development, and protect and preserve important resources over the next 20 years. Between changing economic and environmental conditions, the growing need to thoughtfully accommodate new residential and retail growth, and recent state legislation requiring cities incorporate emerging topics such as complete streets, environmental justice, and climate resiliency in their General Plans, Brea is in a strong position to modernize its General Plan and develop a roadmap for the community to follow for the next two decades. Our team is ready and eager to undertake this project for the City and work with your community to carry forth a vision that will help support a sustainable and prosperous future.

OUR TEAM

De Novo Planning Group would serve as the prime consultant for this contract with the City. Our team is led by De Novo Principal Amanda Tropiano (who will serve as the Project Manager) and Perry Banner (who will serve as Assistant Project Manager). Amanda and Perry have managed numerous long-range planning projects, and we have developed a highly successful approach to complex projects of this nature. **We will remain personally involved in every aspect of the project from start to finish.**

For this project, De Novo is excited to be joined by **RRM Design** (planning/urban design), **Harris & Associates** (environmental services, infrastructure, and economics), and **Kittelson & Associates, Inc**. (mobility). This partnership is intentional and strategic. Our Project Managers (Amanda at De Novo, Bill Halligan and Elizabeth Kim at Harris, and Fernando Sotelo at Kittelson) have worked together under the same roof previously, and we are a well-oiled team of professionals excited to work together again to help deliver superior planning and environmental services to the City of Brea. Working together, we are confident that our unique team provides the City with the highest degree of professionalism, experience, and creativity, and that the redundancy in our areas of experience only serves to benefit the City by building-in peer review and collaborative problem-solving at no cost to the City.

WHY OUR TEAM

De Novo is a relatively small planning firm in terms of staff size. We know this, and we embrace it. We consider our size to be a tremendous asset to our clients since it allows us to provide **superior levels of project management** at very competitive billing rates. De Novo will lead the Focused General Plan Update and serve as the overall Prime Consultant and Project Manager, ensuring a seamless delivery of coordinated content to the City for review. Although small, De Novo has managed dozens of General Plan projects across California, all of which include robust community engagement efforts, also managed in-house at De Novo. Amanda Tropiano, your Project Manager, has advanced training certificates in Project Management and Public Engagement and is skilled at managing consultant teams to deliver projects on-time and on-budget. All of De Novo's principal-level planners **prefer to roll up our sleeves and work on our projects ourselves.** As managers of the company, we take great pride in our work products, and we strive to build a strong connection with each of our clients. The greatest compliment that our clients pay us is to invite us back to provide additional services.

RRM Design, experts in the fields of land use planning, policy development, architecture, landscape architecture, graphic design and outreach, will lead the Brea Core Specific Plan assignment. With deep experience preparing implementable Specific Plans for clients throughout southern California and beyond, RRM brings to the table enthusiasm, extraordinary graphic skills, and innovative solutions to some of Brea's most relevant opportunities and challenges.

As the authors of the City's General Plan Audit, Harris & Associates is uniquely positioned to fulfill the results of that audit and help the team in hitting the ground running. Having worked with Brea on multiple prior projects, including most recently on the Brea 265 Specific Plan EIR, Harris is excited to bring its local understanding to the project team and deliver high-quality and defensible environmental documents and technical analysis.

At the forefront of transportation planning, Kittelson & Associates is focused on understanding and accounting for the relationship between land use planning and mobility; working with this team of subject-area experts, Kittelson is best prepared to enhance mobility opportunities through collaborative multidisciplinary planning.

OUR STATEMENT OF COMMITMENT

We have structured this scope of work to best meet the City's needs, as we understand them. However, I would like to emphasize that we are more than happy to work collaboratively with the City to refine this scope of work and approach to best meet your needs and expectations for this very important project. We are committed to completing the scope of work as outlined in the RFP and our proposal by December 2025 (assuming the Notice to Proceed is provided by February 1, 2024).

We are confident that our team's experience preparing General Plans, Specific Plans, and environmental documents across California coupled with our Project Manager's history of working together presents the City with a unique opportunity to hire **a team of consultants with the best possible combination of skills needed for this project**. We look forward to the opportunity to further discuss our proposal and our approach to the preparation of your General Plan. The offer contained in this proposal is valid for a minimum of 120 days and the proposal is a firm and irrevocable offer. If you have any questions regarding this submittal, please do not hesitate to contact me at (714) 453-7711 or at atropiano@denovoplanning.com.

Sincerely,



Amanda Tropiano
Principal

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QUALIFICATIONS



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2A. BACKGROUND

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo Planning Group is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. Founded in 2008 in the greater Sacramento area, De Novo opened an office in Orange County in 2017—led by Principal Amanda Tropiano—to serve southern California clients. The firm's principal-level staff have successfully completed over 400 projects consisting of comprehensive general plans, visioning plans, specific plans, housing elements, environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, and development projects throughout California. As part of essentially all of our long-range planning projects, De Novo designs and implements community engagement programs.

OUR MISSION

Our mission is to provide municipal and private sector clients with world-class professional services, through principal-level attention to every project. We pride ourselves on our ability to work with clients to balance their economic, social, environmental, legal, and political goals. Our services result in an integrated planning and environmental solution for every project that is technically sound, cost effective and delivered within the client's schedule.

OUR PHILOSOPHY

Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of local knowledge for developing sensible and cost-effective solutions to local concerns. Our solutions integrate local knowledge with the best available resources to achieve recognized national and international standards for planning and environmental management, to achieve a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each agency we serve, through listening to the community and stakeholders and reflecting the ideas and concerns we hear in the approach developed for each project.

OUR TEAM

The work program will be led out of our southern California office located in the City of Tustin. De Novo is a California S-Corporation and has 20 full-time staff, including four Principals/Owners (Amanda Tropiano, Ben Ritchie, Beth Thompson, and Steve McMurtry), four Principal Planners, five Senior Planners, and a team of technical associates. De Novo does not have a history of mergers or buyouts. All four of De Novo's Principals are authorized to make commitments on behalf of the company. We have no contracts terminated for cause, pending litigation or legal issues.

SERVICE AREAS

Community Planning

- General Plans
- Visioning Plans
- Housing Elements
- Specific Plans
- Zoning Codes
- Public Facilitation
- Grant Writing
- Project Management
- Application Processing
- Project/Peer Review

Environmental Studies

- CEQA Compliance
- NEPA Compliance
- Biological Studies
- Agricultural Studies
- Air Quality Studies
- Climate Action Plans
- Sustainability Planning
- Mitigation Monitoring
- Permitting

Design

- Land Use Plans
- Subdivision Layouts
- Site Planning
- Design Guidelines

Development

- Feasibility Studies
- Due Diligence Packages
- Competition Analyses
- Cost Estimate

Address: 180 E Main Street Suite 108
Tustin, CA 92780
Phone: 714-453-7711
Email: atropiano@denovoplanning.com
Website: denovoplanning.com

Harris & Associates

Harris & Associates (Harris) has served public agencies and private clients since 1974. Our robust program of services includes environmental and regulatory compliance, engineering, program and construction management, municipal district finance services, and strategic services. Our Environmental Planning + Compliance team is anchored by experienced directors with extensive experience preparing California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents and supporting technical studies. The staff has earned an esteemed reputation for providing high-quality, legally defensible documents that are easily understood by the general public. Our team experience includes bridge, roadway and other infrastructure projects; Caltrans technical studies; and permit application packages for compliance with Clean Water Act Section 404/401, Endangered Species Act Section 7/10, National Historic Preservation Act Section 106, Fish & Game Code Section 1602, and the California Coastal Act.

Harris specializes in developing community driven planning and engineering solutions for local jurisdictions. Founded in 1974 with 49 years in business, Harris is an S Corporation firm with over 250 employee-owners. We have 11 offices throughout the west coast including California locations in Irvine, Los Angeles, San Diego, Ontario, Temecula, Concord, Fresno, Sacramento, and Salinas. Additionally, Harris features offices in Las Vegas, Nevada, and Seattle, Washington.

Harris is known for preparing legally defensible documents. Our environmental staff have worked on many controversial projects, some of which have been subject to legal challenge. To withstand those challenges, our staff works to identify environmental concerns and issues early in the process; strategizes with the City and the developer to provide a comprehensive environmental analysis; coordinates with responsible agencies/stakeholders to get input and buy-in; and confirms the issues are thoroughly addressed with substantial evidence in the environmental document. The goal is to avoid legal challenges; however, if a project is controversial a challenge may be inevitable. In that case, the goal is to prepare a document that is comprehensive and easily understandable to a judge. Our staff has a track record of preparing CEQA documents that are upheld in court.

We understand that successful projects must be based upon the specific needs of our client, are sensitive to economic and local political realities, and must be completed on schedule and within budget. We understand that it will be critical to select a partner who is experienced in strategic planning and able to write thorough and legally defensible documents; has a demonstrated successful record of accomplishment leading clients through actionable planning efforts that lead to effective implementation; is knowledgeable in the unique aspects and culture of Brea, its stakeholders and operating environment; and is committed to the long-term preservation and success of the City.









FIRM PROFILE | *RRM Design Group*

RRM exists because we love creating environments people enjoy. That is what got us into the business over 45 years ago, and it is why we continue to thrive today. Our architects and landscape architects, engineers, surveyors, and planners work with our clients and their communities to create the parks our children play in, the roads we drive down on our way to work, the neighborhoods we come home to, and the fire stations that keep our communities safe.

Our work culture emphasizes collaboration, frequent communication, and accessibility. We're a close partner with our clients, helping them understand and navigate through the project lifecycle. Whether your project is public or private, commercial or residential, we listen, we design, and we deliver. On time. On budget. Since 1974.





PERSONNEL BY DISCIPLINE

202 *professionals on staff at RRM Design Group in* 6 *core disciplines:*



18	Community & Urban Planners
33	California Licensed Architects
38	Architecture Designers
11	California Licensed Civil Engineers
3	California Licensed Structural Engineers
25	Engineering Designers
19	California Licensed Landscape Architects
17	Landscape Designers
1	Licensed Surveyor
3	Surveying Technicians
37	Administrative Support Staff

RRM Design Group is a California corporation and an employee-owned company, incorporated November 26, 1974

rrm design group

CREATING ENVIRONMENTS PEOPLE ENJOY®

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SAN LUIS OBISPO (HQ)
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San Luis Obispo, CA 93401
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SAN DIEGO
310 3rd Avenue, Ste. C-26A
Chula Vista, CA 91910
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SAN LEANDRO
325 Davis St.
San Leandro, CA 94577
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SANTA BARBARA
10 East Figueroa St., Ste. 200
Santa Barbara, CA 93101
p: (805) 963-8283

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Seattle, WA 98126
p: (206) 580-0285

VENTURA
422 East Main St.
Ventura, CA 93001
p: (805) 652-2115

WEBSITE
www.rrmdesign.com

KITTELSON & ASSOCIATES

Kittelson & Associates, Inc. provides comprehensive transportation engineering, planning, and research services to government agencies and private organizations. An Oregon Subchapter S Corporation founded in 1985, Kittelson has over 350 staff in 25 offices nationwide, including four offices in California (Orange, Oakland, Sacramento, and San Francisco). Kittelson's Southern California regional office, located in Orange, was established in 2014 and serves clients throughout Los Angeles and Orange counties. With this breadth of staffing, Kittelson is able to address client needs with local experience and national expertise.

Kittelson staff bring a demonstrated understanding of transportation and circulation requirements, travel demand modeling, and regional knowledge developed over the course of more than 30 years of project experience in California, including through recent work on general plans and specific plans in both Northern and Southern California. The firm provides support for all stages of planning and environmental analysis, from site analysis through approval and construction. Kittelson staff are particularly knowledgeable about California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance and recent changes to CEQA-required transportation analyses. The firm approaches each project by building a thorough understanding of client and project needs and jurisdiction requirements, tailoring its work to assist clients in successfully fulfilling environmental requirements in an efficient and cost-effective manner.





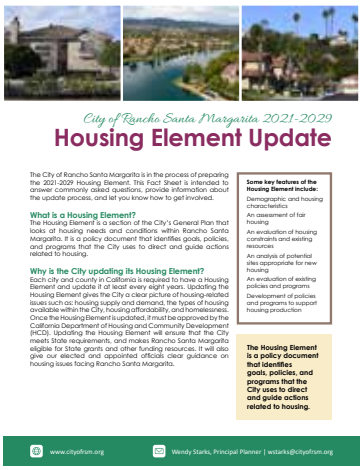




2B. EXPERIENCE

The De Novo Planning Group team represents a full-service team of city planning and subject-matter experts capable of providing all services requested by the City of Brea. We recognize and appreciate the tremendous commitment you are making to this program; the impacts to your time and financial resources are real and significant and it is our goal to work with you on an innovative program that results in an implementation-oriented plan. We will closely coordinate with City Staff and will provide principal-level attention to every step of the process while adhering to the project schedule and budget.

As planning practitioners, we truly see ourselves as your community's "scribes". Every project that we undertake is specifically tailored to the community we are working in, from developing an appropriate project approach, assembling the best team of subconsultants, listening to and learning from the community, implementing the work plan, and delivering the products. It is our job to guide you and the community through this complicated process while being mindful of local issues, opportunities, and preferences. We encourage you to review our project examples and contact our references to better understand our commitment to our clients.

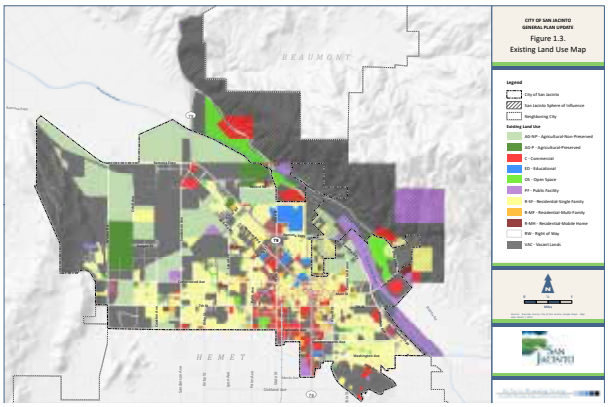














Sample Relevant Project Experience (profiles are provided for projects highlighted in blue, alphabetically)

Jurisdiction	General Plan	Specific Plan	Zoning	CEQA	Team Members
Anaheim Circulation Element	X				KAI
Azusa Downtown Specific Plan and TOD General Plan/Development Code Update	X	X	X		RRM
Brea 265 Specific Plan EIR				X	Harris
Brentwood General Plan, PA-1 Specific Plan, and EIR	X	X		X	DN
Burbank Media District Specific Plan*		X			DN
Campbell General Plan, CAP, and EIR	X			X	DN
Glendale General Plan and EIR	X			X	DN, KAI
Indian Wells General Plan and EIR	X		X	X	DN, KAI
Irvine Focused General Plan Update and Program EIR	X			X	Harris
La Verne General Plan and EIR	X		X	X	DN, KAI
Lake Forest General Plan and EIR	X		X	X	DN, KAI
Lathrop General Plan and EIR	X			X	DN
Lawndale General Plan, Hawthorne Specific Plan, and EIR	X	X		X	DN, KAI
Los Angeles (County) Program EIRs for the Countywide General Plan Update and Antelope Valley Area Plan				X	Harris
Manteca General Plan and EIR	X			X	DN
Milpitas General Plan and EIR	X			X	DN
Montebello General Plan Update and Downtown Specific Plan, Environmental Impact Report (EIR), VMT Guidelines, and Bicycle Master Plan	X			X	KAI
Pittsburg General Plan and EIR	X			X	DN
Pomona Downtown Specific Plan		X			RRM
Rancho Santa Margarita General Plan*, LHMP, EIR and Housing and Safety Elements*	X			X	DN, KAI
Rialto Foothill Central Specific Plan*		X			DN
San Diego (City) Balboa Avenue Station Area Specific Plan, Mission Boulevard Public Spaces and Active Transportation Network		X			RRM
San Jacinto General Plan, Zoning Update, and EIR	X		X	X	DN, KAI
San Marcos General Plan, Zoning Update, and EIR	X		X	X	DN, KAI
Santee Arts and Entertainment District/Town Center Specific Plan		X			RRM
Sebastopol General Plan and EIR	X		X	X	DN
Walnut Creek Shadelands Gateway Specific Plan		X			RRM
Westminster General Plan and EIR* and Rezoning Program	X		X	X	DN
Yorba Linda Town Center Specific Plan		X			RRM

** Prepared while De Novo Staff was employed at another planning firm.*

ANAHEIM CIRCULATION ELEMENT UPDATE

ACTUALIZACIÓN DEL ELEMENTO DE CIRCULACIÓN DE ANAHEIM

Kittelson is preparing an update to the Circulation Element of the General Plan, which will outline the future transportation network, goals, and policies for the City for the next 10 years. For this effort, Kittelson is assessing existing and future conditions at 250 intersections throughout the city, determining how new development potential could affect operations at intersections of major arterial roadways. From this assessment, Kittelson is identifying citywide roadway improvements to minimize congestion. Kittelson is also developing new policies to plan for future mobility services, including shared-ride vehicles, micro-mobility, micro-transit, active transportation, connected/autonomous vehicles, and local transit. In addition, Kittelson is updating the City's transportation impact analysis guidelines to account for the new policies and ensure consistency with the statewide Senate Bill (SB) 743 requirements, and has developed recommendations for updating the City's transportation demand management (TDM) ordinance to incorporate state-of-the-practice demand management strategies for new development projects.

To supplement this work, Kittelson conducted research to determine the preferred methodology to assess intersection level of service (LOS) conditions in the city. Kittelson researched the pros and cons of the Intersection Capacity Utilization (ICU) and Highway Capacity Manual (HCM) methodologies, reviewed peer city methodologies, conducted a sensitivity analysis of the two methodologies at key intersections, and prepared a memorandum outlining the recommended intersection LOS approach.

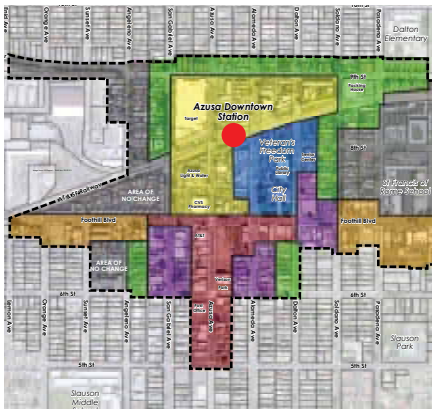
ANAHEIM CIRCULATION ELEMENT UPDATE







AZUSA DOWNTOWN SPECIFIC PLAN AND TOD GENERAL PLAN/DEVELOPMENT CODE UPDATE







AZUSA
DOWNTOWN SPECIFIC PLAN AND TOD GENERAL PLAN/ DEVELOPMENT CODE UPDATE

AZUSA, CA

NOTABLE INFO AND STATS:
***Client**: City of Azusa*

RRM SERVICES PROVIDED:
Planning, Architecture, Engineering, Landscape Architecture

Award of Merit for Economic Planning & Development

- APA Los Angeles Section, 2016

The City of Azusa retained RRM to prepare a 350-acre TOD General Plan/Development Code Update and Specific Plan focusing on Azusa's downtown, two future Gold Line transit stations, and adjacent residential neighborhoods. Funded through a Los Angeles Metropolitan Transportation Authority (Metro) grant, the work effort addresses a mix of commercial, residential, and entertainment-related land uses that will be instrumental in creating a vibrant, mixed-use, pedestrian-oriented environment. The project market analysis informs recommended land uses and development standards complemented by design guidelines to ensure high-quality, compatible development. Inclusive community engagement incorporates ideas voiced by residents, business owners, and decision-makers. An integrated CEQA process for an Environmental Impact Report complements the overall effort.





BREA 265 SPECIFIC PLAN EIR





While at her previous firm, Elizabeth Kim served as the Project Manager for the Brea 265 Specific Plan EIR. The majority of the Brea 265 Project site has been historically used for oil production dating back to the early 1900's. The Brea 265 project is a phased, master-planned residential community of low and medium-density residential neighborhoods. The Project proposes parks and recreational amenities, and open space areas linked with a trail network that connects to the Tracks at Brea and other regional systems. The Project proposes up to 1,100 residential dwelling units over a 262-acre area. The Project includes approximately 198 acres designed for residential use, approximately 15 acres for park and recreational uses, and approximately 48 acres of open space which include the trail systems. The Brea 265 Specific Plan is divided into separate Planning Areas (PA) that delineate the different land uses and residential densities. To determine what potential effects would be caused by the Project, the EIR analyzed issues related to Aesthetics; Agriculture and Forestry Resources; Air Quality; Biological Resources; Cultural Resources; Energy; Geology and Soils; Greenhouse Gas Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Mineral Resources; Noise; Population and Housing; Public Services; Recreation; Transportation; Tribal Cultural Resources; Utilities and Service Systems; and Wildfire.

BRENTWOOD GENERAL PLAN, PA-1 SPECIFIC PLAN, AND EIR





The De Novo completed a comprehensive update to the City of Brentwood's General Plan preparation of a General Plan EIR and subsequent Specific Plan for Priority Area 1. The work effort began with an extensive public outreach and visioning process and preparation of a detailed Existing Conditions Report. Other key tasks include an Opportunities and Constraints Report, three Land Use Map Alternatives accompanied by a Land Use Map Alternatives Report, and opportunities for property owners to submit parcel change requests. Our team worked closely with the City's General Plan Working Group to complete comprehensive policy sets for all General Plan topics. The General Plan was successfully adopted and the EIR was certified in July 2014.

The De Novo team recently completed the Priority Area 1 (PA-1) Specific Plan and EIR for the City of Brentwood, now known as the "Brentwood Innovation Center". The project site presents a unique opportunity for the City, in that it includes approximately 400 acres of undeveloped land within the City limits, with excellent freeway access and visibility. The Specific Plan was crafted to facilitate the development of a high-quality jobs center complimented by high density residential development and a transit village, centered around an emerging multi-modal transit station. The City worked closely with many stakeholders, including BART, during preparation of the Plan, with the overall goal of facilitating an extension of the eBART system further into Contra Costa County and correcting the existing jobs-housing imbalance in Brentwood. As part of this work effort, the De Novo team prepared a detailed and robust program-level EIR, which was structured to provide CEQA streamlining of all subsequent development projects within the Plan Area, in furtherance of the City's goal to make the Plan Area "shovel ready".

IRVINE FOCUSED GENERAL PLAN UPDATE & PROGRAM EIR

Harris is currently leading the 2035 Irvine General Plan Update, which involves updating the Land Use Element in accordance with the Housing Element, updating the Safety, Circulation and Noise Elements, creating a new Environmental and Climate Action Element, developing a strategic implementation plan, amending the City's zoning ordinance, and preparing a Program EIR and technical studies in accordance with CEQA. An extensive community outreach plan is being implemented and will engage community members throughout the General Plan Update process. Harris prepared the 6th Cycle Housing Element, providing the City with a Housing Element Update that met the State's level of scrutiny, while addressing local concerns and priorities. Harris worked with City staff to identify sites for a planned total of more than 60,000 sites, providing additional buffers for lower-income site requirements. In addition, Harris conducted the research and analysis necessary to demonstrate that the City's Housing Element addressed fair housing concerns and contained policies to address new State laws in connection with the identification of commercial and mixed-use sites, all while balancing local goals and priorities. Following multiple rounds of HCD review, Harris helped the City to achieve full Housing Element compliance on May 24, 2022. The Harris Team will also prepare a Program EIR to comprehensively address the environmental impacts of the GPU and allow for streamlining of future environmental review for GPU-compliant projects.





LAKE FOREST GENERAL PLAN UPDATE, EIR, HOUSING ELEMENT, AND SAFETY ELEMENT

De Novo Planning Group prepared the City of Lake Forest General Plan Update. De Novo served as the Prime Consultant and directly managed a robust community engagement program including one-one-one interviews, community open houses, visioning workshops, General Plan Advisory Committee meetings, online surveys and feedback tools, and social media campaign. The new General Plan is based on the community's vision and values and will guide the long-term growth and development in Lake Forest for the next 20 years.

A key component of the work program is establishing a range of contemporary technical studies with updated data on which to base future decisions. The project includes a branding program and outreach materials. Three Visioning Workshops were hosted for the community throughout the summer of 2018 to understand community priorities and values related to a long-term vision statement, land use and community character, and mobility. In particular, the City is looking at how new technologies will impact best planning practices over the life of the General Plan and how to develop a plan, policies, and programs which will respond to new technologies as they emerge.

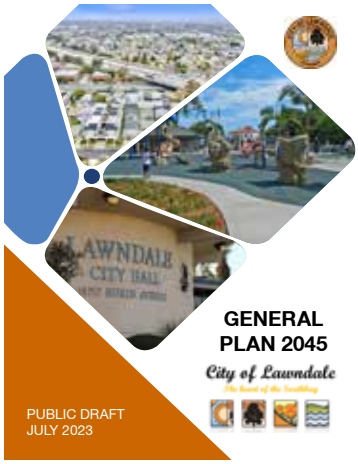
The City also formed a General Plan Advisory Committee which met ten times. De Novo Planning Group served as the Chair of the GPAC and facilitated the conversation with key community members and representatives to ensure that the new General Plan accurately reflects community values.





CITY OF LAWNDALE GENERAL PLAN UPDATE, HAWTHORNE BOULEVARD SPECIFIC PLAN UPDATE, FOCUSED ZONING CODE UPDATE, AND EIR





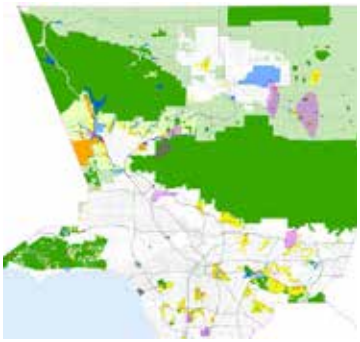
De Novo Planning Group are currently working with the City of Lawndale to prepare a comprehensive update to the City's General Plan and the corresponding EIR, as well as an update to the Hawthorne Boulevard Specific Plan and a focused update to its Zoning Ordinance. The City of Lawndale has a population of approximately 32,000, with an area of roughly 1.9 square miles. Lawndale is located in the heart of the South Bay area of Los Angeles County. The City of Lawndale's General Plan and Hawthorne Boulevard Specific Plan Update is a multi-year process that includes a comprehensive review and revision of the City's existing General Plan, which establishes a vision for the future of the City, and the Hawthorne Boulevard Specific Plan, which implements this vision along Hawthorne Boulevard, as well as Artesia Boulevard and Redondo Beach Boulevard. This process also includes the preparation of an Environmental Impact Report (EIR), which investigates the possible impacts of the General Plan and Specific Plan Update policy changes to the surrounding physical environment.

The General Plan reflects the community's values and desires and addresses important issues such as land use and urban design; mobility; housing; resource management; public safety; environmental justice; economic development; community facilities and services; and public health. The Lawndale General Plan is supported and implemented by important complementary plans and programs, including the Hawthorne Boulevard Specific Plan, Zoning Ordinance, and Climate Action Plan. While the General Plan provides high-level guidance on local issues and priorities, these plans and programs implement the General Plan and provide more specific direction regarding critical topics, such as the redevelopment of Hawthorne Boulevard, which serves as the City's primary transportation route, corridor of economic activity, and community focal point; expectations on permitted uses throughout the City; and the City's strategy to support a more resilient and sustainable future.

COUNTY OF LOS ANGELES, PROGRAM EIRS FOR THE COUNTYWIDE GENERAL PLAN UPDATE AND ANTELOPE VALLEY AREA PLAN







Prior to joining Harris, Bill Halligan prepared the program environmental impact reports for the comprehensive update to the 1980 Los Angeles County GP and the update to the Antelope Valley Area Plan (AVAP). The GP serves the entire unincorporated area of the county by providing general goals and policies that help to achieve countywide planning objectives. For specific areas of the county, the GP has 15 community-level plans, including the AVAP. The EIR evaluates the environmental impacts of the GPU, including the addition of new elements, technical changes, and reorganization to reflect current information and new legal requirements. As part of the EIR, Bill assisted the county to determine the ultimate population, housing, and employment projections for the buildout of the proposed land use plan. Bill crafted development assumptions and methodologies for the general county areas and the various community-level plans to arrive at the ultimate projections. The buildout exercise was particularly challenging given the size and complexity of the county's land use plan (including the 15 disparate community-level plans).

MONTEBELLO GENERAL PLAN UPDATE AND DOWNTOWN SPECIFIC PLAN, ENVIRONMENTAL IMPACT REPORT (EIR), VMT GUIDELINES, AND BICYCLE MASTER PLAN



Kittelson is leading the development of the updated City of Montebello General Plan Mobility Element as part of the overall General Plan update. Key topics included improving bicycle and pedestrian access and connectivity in the city's downtown area and connecting to future stations along the planned Gold Line light rail extension. Kittelson's tasks include assessing existing multimodal transportation conditions and opportunities for private vehicles, bicyclists, pedestrians, transit users, and other modes, and developing mobility element goals, policies, and implementation actions. As part of this effort, Kittelson hosted a series of workshops and charettes to inform the public and stakeholders on key transportation issues and solicited feedback on opportunities to improve the multimodal circulation network. A series of conceptual cross-sections and road diets were incorporated into the downtown area to promote accessibility and better integration of land uses to meet the mobility needs of all users.

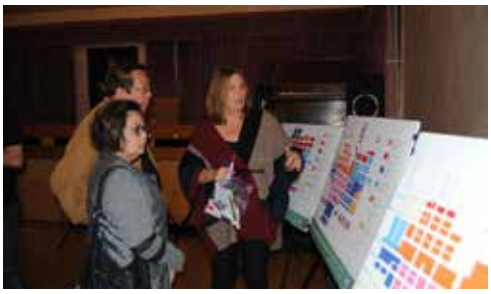
To support the general plan update process, Kittelson prepared a transportation analysis report that included both CEQA analysis (based on VMT and other CEQA criteria) and a non-CEQA analysis of intersections and roadway segments in the city.

Simultaneously with this effort, Kittelson assisted the City with preparing its SB 743-consistent transportation impact study guidelines. The guidelines included requirements for both CEQA transportation impact analysis and non-CEQA transportation assessments. As part of this effort, Kittelson reviewed recommendations for the city developed by the San Gabriel Valley Council of Governments (SGVCOG) and provided a final set of recommendations for VMT metrics, significance thresholds, and screening criteria. Kittelson also developed recommendations for traffic operations and other non-CEQA analysis and developed the final guidelines.

In addition, Kittelson is working with the City to develop its first Bicycle Master Plan (BMP), which will guide the expansion of bicycle infrastructure that meets the needs of the community and promotes a safer environment for people to bike. The plan's goals are to improve bicycling connectivity, access to transit, and safety for all users. The plan's preliminary community outreach phase included bilingual outreach materials, public workshops, an online survey, and outreach at the City's Downtown Street Fest event. Kittelson is currently developing the plan's infrastructure and programmatic recommendations.

POMONA DOWNTOWN SPECIFIC PLAN









POMONA
DOWNTOWN SPECIFIC PLAN UPDATE
POMONA, CA

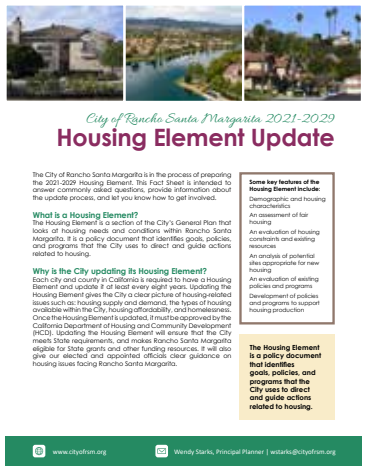
NOTABLE INFO AND STATS:
***Client**: City of Pomona*

RRM SERVICES PROVIDED:
Planning, Architecture, Engineering, Landscape Architecture

Downtown Pomona is the cultural, civic and historic heart of the City, surrounding the increasingly popular Downtown Pomona Transit Station. Funded by a Metro Transit Oriented Development Planning Grant, RRM Design Group was retained by the City of Pomona to update the existing 1994 Downtown Specific Plan to support transit-oriented development and further implement the 2014 General Plan vision for a vibrant downtown. Grant goals include improving mobility, reducing greenhouse gases, and enhancing sustainability. Key themes include eliminating contradictory regulations, improving ease of use, coordinating with the concurrent Zoning Code Update, enhancing Downtown identity and placemaking, and updating development regulations, implementation actions and incentives to align with market-driven revitalization. Stakeholder meetings, community workshops, study sessions and associated website supported development of the updated plan.

RANCHO SANTA MARGARITA GENERAL PLAN, LHMP, EIR AND HOUSING AND SAFETY ELEMENTS

While at her previous firm, Starla Barker managed preparation of the City's General Plan Update and EIR. The Rancho Santa Margarita General Plan Update involved updating the City's environmental baseline conditions; updating the General Plan development projections for the year 2040; and providing new/updated goals and policies to address the community's vision for future development and growth. The mission of the General Plan Update is to uphold and honor the original Rancho Santa Margarita Planned Community Master Plan; prepare Rancho Santa Margarita for the next 20 years; maintain a balance of land uses; maintain and support quality of life, community satisfaction, and safety for all residents; and update the General Plan to meet new State requirements. A Programmatic EIR was prepared to analyze the impacts associated with implementation of the General Plan. The Program EIR serves as a tiering document for future development activities within the City. Key environmental issues included air quality, biological resources, cultural resources, and greenhouse gas emissions.







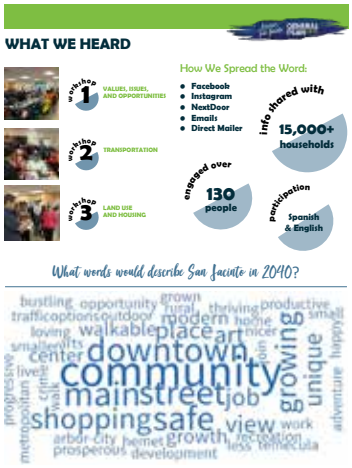
Building off the excitement of Envision San Jacinto's Go Human event, the City's General Plan Update continued to engage a wide range of community members and key stakeholders through traditional in-person and online outreach strategies. As part of our elevated work program, De Novo prepared a brief 3-minute video celebrating the history of San Jacinto and describing how the City is preparing for

SAN JACINTO GENERAL PLAN, ZONING UPDATE, AND EIR

De Novo Planning Group led a group of consultants to work with the City of San Jacinto to prepare a comprehensive update to the City's General Plan and the corresponding EIR, as well as a focused update to its Zoning Ordinance, and Cultural Landscape Study. Integrating innovative engagement techniques and creative communication methods are key to this important project in San Jacinto. Like the rest of the Inland Empire, the City of San Jacinto is experiencing changes to who lives, works, and visits the community. Its residents are more diverse than ever; its population is getting older, but relatively affordable home prices and new development in the Downtown (spurred by the forthcoming Downtown Specific Plan) will attract new residents to this charming community. People who call San Jacinto home celebrate the City's history and culture and are proud of its special place in the Inland Empire.



its future by updating its General Plan. The team is also meeting with key stakeholders in a series of focus groups to discuss important issues in San Jacinto, including housing opportunities, economic development, cultural and historic resources, and farmworker issues. Kearns & West prepared and released a bilingual direct mailer to every address in San Jacinto; this represented the first time the method was used in San Jacinto, and resulted in the highest levels of engagement the City had ever experienced.



Based on information gathered from the community, the team was able to assemble a new land use plan that expands the range of housing and business development opportunities throughout the City. This involved a process of direct property owner engagement, as well as review by the Planning Commission and City Council. De Novo implemented the General Plan through an update to the Zoning Code, including Housing Element Implementation.

SAN MARCOS GENERAL PLAN, ZONING UPDATE, AND EIR

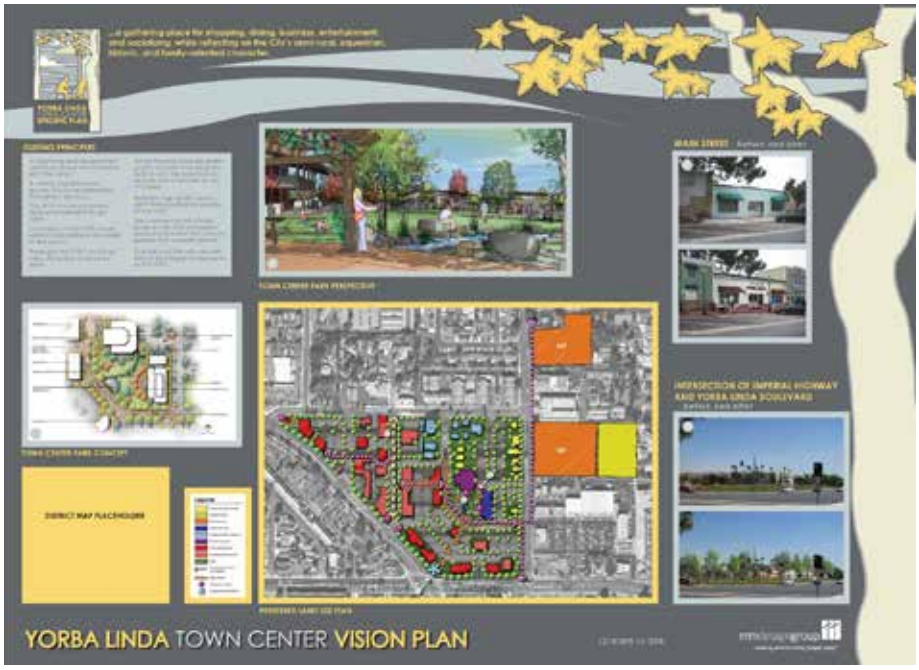


De Novo Planning Group is currently working with the City of San Marcos to prepare a comprehensive update to the City's General Plan and the corresponding EIR, as well as a focused update to its Zoning Ordinance. Originally launched in 2019, the project was placed on a brief hold as the City addressed issues related to the COVID-19 pandemic. Upon the project's relaunch in mid-2021, De Novo and Kearns & West reengaged the public using a mix of traditional in-person events as well as new online tools. This included facilitating General Plan Advisory Committee meetings in-person some months and virtually other months, preparing and distributing bilingual advertisements, sending direct mailers (twice), hosting in-person visioning workshops, and manging multiple online surveys and community briefings.



The project team has assembled a series of land use alternatives and, in mid-2023, is working on a transparent public engagement process to solicit feedback on these ideas and develop a proposed land use map for the General Plan. Although this can be a challenging and controversial process, by listening closely to community concerns and property owner requests early-on, the City has the support of the community for these land use alternatives and has confirmed that they represent the vision for the community.

YORBA LINDA TOWN CENTER SPECIFIC PLAN







> *"RRM is [...] commended for advocating a higher quality built environment without losing sight of community expectations and market realities."*
>
> ---
>
> *Steve K. Harris, AICP, Director of Community Development, City of Yorba Linda*



YORBA LINDA
TOWN CENTER SPECIFIC PLAN
YORBA LINDA, CA

NOTABLE INFO AND STATS:
***Client**: City of Yorba Linda*

RRM SERVICES PROVIDED:
Planning, Architecture, Landscape Architecture, Graphic Design

AWARDS & RECOGNITION:
Planning Achievement Award: Hard Won Victories
American Planning Association (APA), California Chapter, Orange County Section, 2012

The Town Center Specific Plan was developed as a result of significant public dissatisfaction, which resulted in the City Council's rescinding an approved development plan, passing a citizen's "right-to-vote" referendum on development issues, unseating the City Council majority, and a change in several senior management staff positions. RRM led an intensive community engagement process with months of public meetings, workshops, study sessions, and public hearings while developing a plan that was ultimately embraced by the community and adopted unanimously by the City Council. Key features of the Specific Plan for this include retail land use districts, infusion of residential land uses, relocation of an existing public library from a prime retail location to the central core of the planning area, inclusion of a public open space, design guidelines based on the existing historic architectural palette and a "tiered-density" approach to allow the Specific Plan to be adopted ahead of the required community-wide vote.

2C. QUALIFICATIONS

As described throughout this proposal, our team—De Novo Planning Group, RRM Design, Harris & Associates, and Kittelson & Associates, Inc.—is uniquely well-qualified to complete this assignment for the City of Brea. We are financially responsible, have the demonstrated technical ability, are capable of developing innovative and advanced techniques to complete similar assignments, host a range of special qualifications, training and certificates, and maintain strict project controls to exceed the expectations of our clients. Our key qualifications along with an organization chart and profile of key staff is provided on the following pages.

FINANCIAL RESPONSIBILITY

De Novo Planning Group and our team members are all financially secure and have no significant financial purchases or decisions that could impact the ability of our firms to complete the proposed scope of work. We all maintain the highest degree of financial accounting responsibility and work closely with professional experts and tracking software to operate securely.

DEMONSTRATED TECHNICAL ABILITY

De Novo Planning Group and our team members are experts in long-range planning, community design, economics, transportation, cultural resources, noise, air quality, infrastructure, and hazards. As part of good planning practice, the De Novo team has always approached General Plan Update projects through the lens of the community's vision for the future and associated placemaking, multimodal transportation, and economic development issues. While independent topics, they come together during long-range policy planning efforts to strengthen a city's commitment to improve the quality of life for all of its residents, workers, and visitors.

De Novo and our teaming partners on this project are also fully equipped to carefully consider the roles of environmental justice, community health and wellness, sustainability, and hazards as part of the planning framework and are able to provide solid goals and policies and specific direction on actions the City can take to improve its quality of life. We develop effective goals, policies, and implementation measures to address these topics.

INNOVATIVE AND ADVANCED TECHNIQUES

The entire De Novo project team deeply understands how the use of creative strategies and technology can improve the public input process. Our past experience preparing long-range policy documents has taught us that a key to a successful project is extensive and consistent community and city leadership involvement. However, the process of working with a group of diverse interests can be challenging, it may be difficult to reach consensus on all issues, and there may be challenges associated with generating public interest and involvement in the process.

It is important for the City to work with a consultant team that keenly understands how to effectively plan and execute a creative public process that pays special attention to engaging individuals who do not traditionally participate and builds lasting public trust. De Novo's project managers, Amanda Tropiano and Perry Banner, have led community outreach programs for numerous General Plan Updates and are well-versed in approaches to encourage diverse community involvement. Additionally, Amanda holds an advanced certificate in public participation from the International Association of Public Participation (IAP2), which makes her uniquely qualified to lead this effort.

We have designed a creative and strategic community engagement program that maximizes the use of technology to engage people more quickly and at lower costs than traditional methods. We continually look for opportunities to enhance the experience and are willing and able to adapt quickly during the project to customize our approach, implement new effective tools, and reflect lessons learned.

When a program doesn't go as-planned or produce the expected results, the De Novo team seeks to identify the underlying challenge and address it head-on. Our work program are all intended to help the City achieve the level of engagement that must be present in this process in order to prepare meaningful policy documents.

ANALYZE AND PRESENT INFORMATION

Our team is composed of creative and strategic problem solvers. We relish the opportunity to study, evaluate, and analyze facts and information, synthesize that information, and present it to the public, stakeholders, and decision-makers. For example, the team will prepare an Opportunities and Challenges Report early in the project to ensure that the existing planning context is recorded correctly, and we will share this information publicly to ensure all stakeholders have a consistent baseline understanding of the issues and opportunities facing the City. Factual information is the basis for our decision-making, and it is critically important that our team carefully analyzes and presents information to support the project's success.

GRAPHIC PRESENTATION

The graphic presentation of public-facing material and final deliverables is an important part of the planning process. Information must be clearly and correctly presented, easy to understand, and visually interesting. Our team of planners and urban designers work closely with City staff to ensure that work products reflect the overall agency image and style (colors, text style, and organization) while also reflecting the customized project branding program. We use charts, graphs, tables and figures where appropriate, and supplement this information with well-written text and taglines to communicate ideas.

EXPERIENCE WITH STATE LAWS AND PROCEDURES

Our team knows that state laws and procedures are constantly evolving. Updates to planning and zoning policies are necessary as new laws get adopted and new requirements go into effect. Our experience working with HCD and our familiarity with recent legislation gives us experience understanding, adopting, and interpreting new laws and procedures. From housing and CEQA reform, to addressing homelessness and parking requirements, we are educated on recent changes and work with our clients to represent their values and interests in a way that meets state requirements.

FOCUS ON IMPLEMENTATION

De Novo project managers have served as contract staff to agencies and have been involved with the planning and implementation of General Plan Updates and Specific Plans. This experience gives us the unique perspective and skill of being able to understand community needs and expectations, develop an implementable community vision, and identify action-oriented steps the City must take to implement the vision through long-range planning documents. De Novo recently led the City of Lake Forest General Plan Update (adopted in 2020), which was that agency's first comprehensive update since adopting its first General Plan after incorporation. The lessons learned through that experience, including a deep and meaningful community engagement program, have resulted in numerous actions implemented by the City, including a Neighborhood Improvement Study with funding allocated to implementing local neighborhood improvement actions in southwest Lake Forest, the implementation of new mixed-use land use designations to create more vibrant nodes of activity throughout the city and accommodate additional attainable housing options, and funding for specific capital improvement projects to support future private development.

ADHERE TO SCHEDULE AND BUDGET

Our project team is fully committed to implementing an effective and efficient engagement program. We thrive under deadlines, and we have a track record of meeting or exceeding our project schedules. Our use of Principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require staff review.

We take tremendous pride in our ability to adhere to our project budgets. Our project managers are also owners of the firm, and to this end, we have the authority to take any steps necessary to ensure that our projects remain on budget. We strongly encourage the City to call every single one of our references and specifically inquire about the extraordinary steps we take to ensure we do not modify or exceed our budgets. This regularly includes the addition of extra meetings and hearings, and the allocation of staff time and resources beyond the levels identified in our proposal, at no extra charge to the City. We know that this is a unique way of doing business, but it has proven to be a tremendously successful approach for our firm.

Our project team is fully committed to implementing an effective and efficient work program and bringing the project forward for adoption by December 2025. We thrive under deadlines, and we have a track record of meeting or exceeding our project schedules. Our use of Principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require staff review.

We take tremendous pride in our ability to adhere to our project budgets. Our project managers are also principals and senior managers of the firm, and to this end, we have the authority to take any steps necessary to ensure that our projects remain on budget. We manage our project budgets using sophisticated budget tracking software and all members of the team log and record hours-worked by task to provide a transparent accounting process. Project Manager and Principal Amanda Tropiano will manage all monthly billing reports and will provide the City with a corresponding monthly status report identify work completed, upcoming work efforts, and outstanding action items.

We strongly encourage the City to call every one of our references and specifically inquire about the extraordinary steps we take to ensure we do not modify or exceed our budgets.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Coordinating closely with City staff, De Novo's management team will ensure that our deliverables address regulatory requirements and are completed in a timely and professional manner. Our internal quality control review includes review of our documents by a Principal Planner and Technical Editor.

The first stage of review includes verification of the technical adequacy of the analysis, that the document addresses the format and content requirements of the client, technical information, and that all components of the project are correct. This review is intended to ensure document accuracy as well as consistency between policy documents. The second stage of review involves senior staff not directly involved in the project to provide a clean set of eyes and encompasses all sections of the document. The final stage of the review focuses on grammar, spelling, and the internal consistency of the document. This review also ensures that the document is written in a clear and understandable manner.

TEAM ORGANIZATION

De Novo will be the prime and manage a team with deep experience planning and implementing General Plan Updates. Below is a chart outlining key management personnel. For ease of reference, the following pages include brief biographies for key staff, and resumes for all team members are included in Appendix A. Amanda Tropiano, a Principal and Owner at De Novo, will serve as the overall Project Manager.

All team members have confirmed availability to complete the scheduled work program in accordance with the hours and scope of work detailed in this budget. All project managers identified have at least 20% availability and all technical staff have at least 30% availability. The staff shown in this proposal is committed to the success of this project.

CITY OF BREA

De Novo Planning Group

- Amanda Tropiano — Project Manager | Principal
- Perry Banner — Co-Project Manager | Principal Planner
- Ben Ritchie — Strategic Advisor | Principal
- Megan Thorne, AICP, LEED-AP — Senior Planner/Designer
- Erik Anderson — Associate Planner

Subconsultant Team

RRM Design — Planning/Urban Design

- Jami Williams, CNU-A — Principal-in-Charge
- Katja Dillmann, JD, AICP — Project Manager
- Elizabeth Ocampo Vivero — Principal Planner + Urban Designer
- Scott Martin, AIA, LEED-AP, CNU-A — Principal Architect
- Lance Wierschem, PLA, LEED AP — Principal Landscape Architect

Harris & Associates — Environmental, Economics, Technical Studies

- Bill Halligan, Esq. — Senior Director, Environmental Planning + Compliance
- Yliana Ortega — Deputy Project Manager
- Dima Galkin — Senior Project Manager
- Emily Mastrelli — Principal Biologist/ Senior Project Manager
- Elizabeth Kim — Senior Project Manager
- Hitta Mosesman — VP, Community Development + Housing Consulting
- Christine Cooper — Senior Consultant
- Fidel Salamanca, PE — Project Manager

Kittelson & Associates, Inc. — Traffic/Circulation

- Tim Erney, AICP, PTP, CTP — Senior Principal
- Fernando Sotelo, PE, PTP — Principal Engineer
- Michael Sahimi, AICP — Senior Planner

Amanda Tropiano
De Novo



With deep professional planning experience in the region, Amanda has successfully managed a wide variety of land use planning projects, all of which have included a robust community engagement program. These projects include General Plan Updates for Lake Forest, San Jacinto, San Marcos, Indian Wells, Lawndale, and La Verne and community projects in Irvine, Yorba Linda, Westminster, Rancho Santa Margarita, and Tustin. Amanda is certified by the International Association of Public Participation (IAP2).

Perry Banner
De Novo



Perry Banner brings a combined 18 years of experience in local government and private practice planning to the firm with work in both the United States and Canada. Perry possesses a diverse range of skills, including project management, land use analysis and policy development. His capabilities also include economic development and real estate development. Perry has successfully managed a wide variety of General Plan Updates, zoning documents, and public outreach programs.

Ben Ritchie
De Novo



Mr. Ritchie's expertise includes managing long range planning documents, completing complex and controversial CEQA documents, and facilitating community outreach and public communications efforts for the firm including over a dozen General Plan Updates in northern California. Mr. Ritchie is very adept at leading and facilitating the public outreach, visioning, and consensus building process required for a successful long-range policy plan.

Jami Williams
RRM Design



As a leading urban planner and managing partner at RRM Design Group, Jami Williams brings a wealth of experience to each project she's involved in. Jami can translate public concern and preference into cutting-edge design and policy. Her ability to implement clients' visions and needs into community beneficial design makes her one of RRM's most trusted urban planners. Jami leads her team with hands-on collaboration and creative problem-solving. With experience in smart growth, mixed-use and transit-oriented planning, her ability to maximize quality design, minimize costs and build on community consensus.

Katja Dillmann
RRM Design



As a trained lawyer and city planner, Katja Dillmann brings an enriching perspective to RRM's Planning team. Her commitment to community impact and inclusivity informs much of her work. From bicycle infrastructure to elementary school safe routes to school planning and programming, Katja's passion centers around active transportation. With a personal love for bicycling and active living, she's committed to building plans that enhance a city's outdoor space. Not only do Katja's projects enliven cityscapes, but they add to the community as well. She makes sure to fulfill the needs of, not just the client, but the community at large.

Elizabeth Ocampo Vivero
RRM Design



Elizabeth Ocampo Vivero is a passionate urban planner with experience in community planning, land use planning, project management, and urban design. Prior to joining RRM Design Group, Elizabeth worked as Director of Planning and Urban Design at a planning and architecture firm in San Diego, where she led the planning practice of the firm, and managed a series of projects, including multi-family re-development projects, streetscape improvement projects, and specific plan amendments. Elizabeth's experience includes seven years at the City of San Diego Planning Department, where she participated in numerous high-profile projects.

Scott Martin
RRM Design



Scott is a talented architect with a keen ability to be innovative and sensitive to clients' needs. His project focus and experience are wide-ranging, from illustration, master planning, urban design, needs assessments, and design review to the production and construction of facilities. Scott is a LEED Accredited Professional with a high level of expertise in designing and implementing sustainable solutions. Scott's unique relationship with both public and private clients gives him an understanding of the realities of development and community priorities.

Lance Wierschem
RRM Design



With a sharp eye, Lance Wierschem's detailed design enhances the artistry of each project he is involved in. As an experienced landscape architect and planner, Lance offers an expansive view of design. From trails and recreational parks to public and community centers, Lance's versatile experience serves both his team and his clients. Engaged in all aspects of project administration, from visioning to construction, his alliance to creative collaboration is reflected in his work. Both his collaborative efforts and his artistic vision guide Lance's design process, elevating outdoor spaces into captivating environments.

William Halligan
Harris & Associates



An environmental practitioner and attorney with more than 30 years of experience in private- and public-sector planning, Bill has prepared hundreds of environmental documents for a diverse range of projects throughout California. Throughout his career, Bill has leveraged his specialty in land use and environmental law to help agencies continually withstand legal challenges related to CEQA. In addition to CEQA documentation, Bill also provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding.

Elizabeth Kim
Harris & Associates



With 22 years of professional experience, Elizabeth is a seasoned and highly versatile senior planner who has expert CEQA knowledge and skills with exceptional work ethics. She has successfully completed CEQA documents for many different types and sizes of projects from the proposal stage to adoption/certification. As a project manager, she oversees all aspects of the environmental process and confirms adherence to budget and scope. Elizabeth has successfully navigated project challenges such as community opposition and health and safety concerns.

Yliana Ortega
Harris & Associates



Yliana works to assist cities and counties with planning for their future through preparation of technically sound and legally defensible analyses and environmental impact assessment documentation, including technical writing, analysis, review, and quality control in compliance with both CEQA and NEPA, including the latest changes to CEQA Guidelines and legislation. She been growing her career in environmental document preparation for the last four years, with her project work focusing on Southern California agencies.

Hitta Mosesman
Harris & Associates



Hitta has over 20 years of housing and community development consulting experience and has worked with cities, public agencies, and special districts throughout California. Hitta has unique expertise that ranges from planning to economic and financial analysis, to project implementation related to housing and other land uses. She is currently leading services for the cities of Walnut Creek, Irvine, Victorville, Hawthorne, Duarte, Bellflower, and Garden Grove on housing elements as well as analyzing tools to produce affordable housing projects and implementing affordable housing projects.

Dima Galkin
Harris & Associates



Dima has more than ten years of experience in housing analysis for both market-rate and affordable development. He has advised California cities on affordable housing asset management and disposition, reviewed pro formas, and provided data analysis for inclusionary housing in-lieu fees.

Christine Cooper
Harris & Associates



Christy has more than thirty years of experience working in, analyzing, and characterizing the water industry and its myriad technologies and practice areas. She led the strategic planning function for a $1 billion water engineering business. She has also prepared Urban Water Management Plans and related Water Supply Assessments. Her background combined with a client-centric approach help make sure that cities receive clear, concise reports that meet their regulatory and development needs, now and well into the future. She currently serves her community as a board member of the Meiners Oaks Water District.

Emily Mastrelli
Harris & Associates



Emily is a wildlife biologist with 15 seasons of field experience, over two years of experience with regulatory permitting, and four years of experience as a project manager and coordinator. Specializing in ornithology and desert tortoises, Emily's other project work includes venomous and non-venomous snakes, butterflies, vernal pool branchiopods and small mammals. She has previously been an authorized desert tortoise biologist with extensive handling experience. She is also experienced with bird banding and is permitted as a Master Bander by the Bird Banding Laboratory.

Fidel Salamanca
Harris & Associates



Fidel has considerable experience analyzing urban storm water systems, open channels, environmental hydraulics, pumps, reservoirs, and large watersheds. Fidel has developed Storm Drain Master Plans for many cities and counties in California. He has also been involved in water quality-related projects and assisted with trash capture feasibility studies. Fidel has conducted several third-party reviews to confirm NPDES compliance and has valuable experience preparing hydraulic analyses and designing storm water networks, open channels, culverts, and storm water and sanitary sewer pump stations.

Tim Erney
Kittelson & Associates



Tim Erney is a Senior Principal Planner with over 20 years of experience managing analyses and documentation for sustainable transportation practices, TDM measures, pedestrian and bicycle reviews, environmental review projects, access and circulation studies, parking evaluations, and data collection programs. In addition, he has conducted detailed technical analyses of local and regional roadway facilities, including traffic forecasting, modal split analyses, traffic diversion, and operational analyses. Tim has been leading the firm's efforts on the evaluation of emerging technologies and alternative evaluation metrics.

Fernando Sotelo
Kittelson & Associates



Fernando Sotelo has extensive experience in CEQA and the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. His professional experience with traffic and parking analyses includes schools and a variety of land development uses, such as warehousing, mixed use, commercial, and recreation projects in throughout California. Fernando understands the complexities of transportation planning and has prepared transportation sections of Environmental Impact Reports for major projects such as general plan updates and specific plans.

2D. UNDERSTANDING

The City of Brea is seeking a qualified consulting team who has demonstrated and relevant experience preparing General Plans, Specific Plans, and environmental documents, to prepare an update to the City's General Plan, a new Brea Core Specific Plan, and associated environmental documents.

The successful consultant team must be familiar with the unique needs of communities in the region, and must have demonstrated success implementing a wide range of community outreach and participation tools in order to maximize meaningful public participation, gain community support, and ensure that the Plans carry forward the vision and values of Brea residents, businesses, and leadership. As demonstrated throughout this proposal, the De Novo team is uniquely well-qualified to undertake this project.

The City is seeking a team that will lead and manage all aspects of the General Plan Update, while coordinating with staff, the public, the Planning Commission, and the City Council. The successful firm will be able to complete this comprehensive work effort expeditiously (by December 2025) and will maintain strict adherence to the project budget.

There have been a number of changes to state Planning and Zoning Law in regards to the topics General Plans are required to address. General Plans are still required to cover seven primary elements: land use, housing, circulation, conservation, open space, noise, and safety. However, within the context of these overarching elements the State has provided direction on how to cover specific topics including climate change and resiliency, environmental justice, wildfire risk, urban/wildland interface, flooding, complete streets, and transportation impact metrics. In addition, the California Office of Planning and Research (OPR) updated its General Plan Guidelines in 2017, which must be considered and followed when undertaking a General Plan Update. Our team has successfully completed several comprehensive General Plan updates utilizing OPR's current Guidelines. Moreover, Harris & Associates prepared the City's General Plan Audit and has already identified specific revisions necessary to comply with State law.

A comprehensive planning program—whereby the City updates the entire General Plan and prepared a Specific Plan at once, while also preparing a Program EIR—provides the City with the opportunity to engage the community in a robust discussion regarding the City's vision and values. This is a chance for the City to create a Vision Plan and clearly articulate the community's contemporary goals, policies and desired implementation actions. By addressing all topics at once, the City can address critical topics from a broad perspective, realize better public involvement due to increased scope and momentum, achieve full CEQA coverage at once, and benefit from a shorter schedule and reduced costs.

Like the rest of Orange County, the City of Brea is experiencing changes to who lives, works, and visits the community. **The City of Brea must clearly understand its own issues and opportunities, make sure the General Plan articulates the community's vision for the future, and implement the goals, policies, and actions of the General Plan to make that vision a reality.** At the same time, Brea must continue to think strategically about its role in the region and how its decisions influence or are impacted by its neighbors, particularly in terms of regional issues like transportation, economic development, sustainability, and environmental justice.

A solid General Plan and new implementation-oriented Specific Plan for the Core Area have the potential to serve as the bedrock for future growth and development in the City and support other critical City plans and programs, including park planning, fees, and infrastructure master plans. Our scope of work builds off of the work completed under the Envision Brea banner, and seeks to leverage existing community input to maximize participation and support for the planning documents. While we believe that the program we have included fully addresses the needs of your community, we welcome the opportunity to refine our approach as needed to ensure that your expectations are realized.

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2E. ADDITIONAL REQUIREMENTS

As a partner on this project, the De Novo Team sees the following items as being under the purview of staff responsibilities. Those items include:

- Providing all necessary background data including background documents (adopted documents, reports, and studies), GIS information, and any other necessary city-owned data
- Securing meeting locations and/or needed facilities for all in-person public outreach events
- Facilitation of the process to identify and appoint General Plan Advisory Committee members
- Identifying key stakeholders and key partnerships for inclusion in the General Plan update process
- Local distribution of required notices and documents
- Timely review of draft work products and consolidated comments
- Payment of noticing and filing fees (i.e., Clerk fees, CDFW fees, etc.)

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TECHNICAL

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3A. APPROACH

We have prepared the following work plan in response to the City's Request for Proposals and our experience working on other General Plan, Specific Plan, and Environmental Review projects throughout California. All work products will be delivered in an electronic format; where hard copies of products are provided, they are specifically identified in the associated task deliverable. For every task with a deliverable, we have identified the responsible primary team member(s) using the following abbreviates:

- DN: De Novo Planning Group (prime consultant)
- HA: Harris & Associates (economics, environmental, infrastructure)
- RRM: RRM Design (urban design)
- KAI: Kittelson & Associates, Inc. (mobility)

PHASE 1: PROJECT MANAGEMENT AND COORDINATION

De Novo will serve as the Prime Consultant of a multi-disciplinary professional services team, responsible for all coordination activities, including coordination of sub-consultants and administrative tasks. For this project, De Novo has assembled a team of technical experts with a deep history and success working together to prepare and implement General Plans and Specific Plans. We hold ourselves to the highest professional standards and we are committed to completing the project objectives on schedule and on budget.

1.1 MEETINGS WITH CITY STAFF (DN)

De Novo will facilitate twice-a-month meetings with City staff to ensure that the project is on schedule, on budget, and that any issues are quickly resolved. All meetings will be conducted virtually, unless an in-person meeting is deemed necessary by City Staff.

1.1 Deliverables:

- Twice monthly meetings with City staff for 24 months

1.2 PROJECT ADMINISTRATION (DN)

Our strategy includes a dedicated Principal-level project manager who will be hands-on throughout the project. Our internal administration procedures include: regular check-ins with subconsultant teams; internal weekly conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant); biweekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City; and establishment of a secure online file sharing site to ensure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

1.2 Deliverables:

- Ongoing project administration led by the Project Manager

PHASE 2: PROJECT INITIATION

The project will begin with the consultant team providing a high-level project overview and refined timeline at a meeting with City staff, collecting data, analyzing existing conditions, and evaluating opportunities and issues.

2.1 KICK-OFF MEETING AND TOUR (DN, HA, RRM, KAI)

Within two weeks of receiving the notice-to-proceed, the De Novo team will meet in-person with City staff (hybrid/remote connection will also be available) to kick-off the project and participate in a tour of the City, with a special focus on understanding key opportunities in the Brea Core area. We anticipate discussing the following at the kick-off meeting:

- Project management and communication protocols;
- Confirm/finalize project scope of work and schedule;
- Discuss community outreach approach; and
- Review data request for key background documents

We recommend that representatives from most (or all) City departments participate in the kick-off meeting. Following the meeting, the team will take a tour of the City to discuss key issues and opportunities.

2.1 Deliverables:

- Meeting agenda, data needs list, summary notes, tour photos, project schedule/work plan with major work components and milestones

2.2 BASE MAPPING (DN)

De Novo will prepare a parcel-level citywide base map in ArcGIS which will be used by all team members for all graphics for the duration of the project; this will include a high-quality aerial base map generated from existing digital sources, suitable for high-quality large format reproduction. The budget for this task assumes that the City will provide the Assessor parcel data.

2.2 Deliverables:

- GIS base map

2.3 MARKET ANALYSIS (HA)

Harris will prepare a Market Analysis that identifies the existing demographic and market conditions and trends, as well as demand potential for residential, commercial, and industrial land uses. Harris will utilize valid, reliable third-party data sources such as ESRI, Moody's Analytics and Costar to analyze and document the existing and potential market for different land uses in the City. Data and information from the City's certified 6th Cycle Housing Element will be utilized to estimate the impact of the additional planned housing units on the City's ability to attract and retain commercial uses. In addition to a Citywide analysis for the General Plan update, the market analysis will estimate and analyze demand within the Specific Plan area. The results of the market analysis will be incorporated into the General Plan Update, particularly into the Land Use Element and the land use alternatives to be considered, as well as into the Specific Plan.

2.3 Deliverables:

- Draft and Final market analysis (digital)

2.4 MOBILITY CONDITIONS (KAI)

A solid understanding of the existing multi-modal conditions is the foundation of a robust and comprehensive mobility and circulation plan. To this end, Kittelson will conduct an assessment of the existing auto, transit, pedestrian, bicycle, and truck conditions, through a combination of data available from the City, City plans and programs, and new data/observations. To support this effort, Kittelson will conduct peak hour counts at up to 20 intersections and daily counts at 30 roadway segments throughout the City.

Kittelson will review key local planning documents (such as the City's adopted General Plan and the Brea Core Active Transportation Plan), regional planning documents (such as the SCAG RTP/SCS, the Orange County Master Plan of Arterial Highways, etc.), and documentation describing planned transportation improvement projects. We will also review existing local, regional and state policy framework and legislative requirements.

An existing conditions memorandum will be prepared to identify the primary networks for each travel mode and identify gaps or significant deficiencies in the networks, such as barriers to walking and biking. Existing conditions will be assessed using available data from the City, current City plans and programs, and aerial images. Kittelson will also rely on US Census and other data sources such as Replica to review key metrics related to mobility in the City. A memorandum will be provided to summarize the regulatory framework, existing circulation network, and findings of gaps and deficiencies in the networks, and opportunities and constraints. One round of revisions based on a set of consolidated comments is included.

2.4 Deliverables:

» Existing transportation conditions memorandum, and one round of revisions

2.5 OPPORTUNITIES AND CHALLENGES (DN)

De Novo will prepare a focused Opportunities and Challenges Report to clearly summarize the key issues, opportunities and challenges facing the City as it undertakes its General Plan Update. While the topics to be included in the Report will be extracted from the findings of the other tasks, we expect that the following topic areas may be discussed: existing land use, development patterns and projects, environmental constraints, and regulatory codes. The Report will also clearly identify confirmed future opportunity areas and/or areas for redevelopment as well as areas that should be preserved and protected.

The Opportunities and Challenges Report will be designed using a magazine format and will be prepared so that it can be presented as a stand-alone document to key stakeholders, decision-makers, and the public to help educate them on the major topics that must be addressed in the General Plan Update. De Novo will prepare an Administrative Draft Opportunities and Challenges Report for review by City staff. Staff will provide De Novo one consolidated set of comments on the Administrative Draft and De Novo will revise the material and prepare a Final Opportunities and Challenges Report for distribution.

2.5 Deliverables:

» Administrative Draft, Final (10 copies)

PHASE 3: PUBLIC ENGAGEMENT

Our team proposes a multi-pronged approach to outreach with open houses, focus groups, and online engagement that can connect with multiple population groups. Our team uses specialized outreach techniques that are woven together through the planning phases with an emphasis on engaging stakeholders around key plan elements. At the core of the outreach strategy must be a careful assessment of various stakeholder interests, objectives for public involvement, how to best synchronize the public dialogue with the relevant steps in the planning process, and strategic communications to share how land use, circulation, and economic development policy shapes a community. Outreach for this phase of the General Plan must involve inviting community members to learn about land use policy and how decisions shape a community. In order for the public to see how their input shapes a process, the community outreach program should provide clear timelines for policy decisions, how input informs these decisions, and the eventual decision-point outcomes.

De Novo has designed a public outreach program for this project that will gather valuable feedback right from the beginning that meets the City's desired timeline and is translated into a General Plan that the community is not only proud of but has ownership over.

With in-house community engagement expertise, De Novo is able to effectively and efficiently manage the entire work program, collaborate with public engagement specialists, and connect outreach efforts to actionable public policy work programs.

3.1 COMMUNITY OUTREACH PROGRAM (DN)

Following the project kick-off meeting, the team will prepare a Community Outreach which will serve as a guide to the community and stakeholder engagement process. The Community Outreach Program will include elements necessary for the consultant team and City staff to create pathways for active public engagement in this phase of the General Plan Update. It will incorporate goals for participation from all segments of the community, stakeholder analysis, a communications plan, programs & activities, roles and responsibilities, and a calendar. For each outreach activity, a schedule, date, target group, purpose, and public participation goal will be identified. The Community Outreach Program will include strategies for

informing the community on land use policy and how it relates to their communities.

3.1 Deliverables:

» Community Outreach Program

3.2 DIRECT MAILER (DN)

To ensure maximum participation in the General Plan Update process, we propose preparing and delivering a postcard-sized advertisement to every residential and business address in the City. To maximize the effectiveness of the direct mailer, we recommend that the mailer be prepared and delivered at the very beginning of the project. A bilingual mailer is envisioned to include the following information:

» A brief message regarding the project components and objectives
» Details for upcoming outreach activities (if known)
» A link to the project website/contact information

The De Novo team will design the mailer and work with a local printer to prepare and deliver the mailers using the USPS Every Door Direct Mail (EDDM) delivery system. Based on USPS records, there are approximately 9,000 residential and business addresses in the City. This task includes preparation, printing, coordination with the USPS EDDM program, and delivery (postage).

3.2 Deliverables:

» One postcard-sized direct mailer, two-sided, in black and white; approximately 9,000 mailers printed and delivered to every address in the City

3.3 EDUCATIONAL MATERIALS AND ANNOUNCEMENTS (DN)

In coordination with City staff, our team will identify educational materials and digital engagement tools to share information about land use policy and how community members can attend the open houses. We will work with City staff to share all educational and engagement materials, along with project updates, via the City's website, the project website, existing communication and stakeholder networks, and social media outlets. The team will develop a flier for each open house, e-mail blasts, website content and a social media plan with sample social media blurbs for the project. Our team will work with City staff to develop shorthand project updates and educational content in the form of NextDoor posts, Facebook posts, and website updates.

3.3 Deliverables:

» Regular content development and delivery throughout the project

3.4 DIGITAL ENGAGEMENT (DN)

Our team proposes using an online survey tool to gather more specific input from the community on key work products, including the land use alternatives report and draft Elements. Our outreach team has found SurveyMonkey to be a cost-efficient yet engaging tool for gathering meaningful feedback. Surveys will be based on the programs and activities defined in the Community Outreach Program. The project team will design two surveys, released after or during each open house. This task also includes ongoing preparation and maintenance of a dedicated project website (designed and managed by De Novo).

The way people learn about General Plans has evolved over time and new multimedia engagement programs are more relevant than ever. A picture, or a video, is often worth a thousand words. To help engage the public and educate the community on why the City is updating its General Plan and how it will impact them, we will prepare a brief (2-3 minute) General Plan Update overview video. Animated text graphics will help to call-out key ideas and facts. Videos will be formatted for web and internal distribution.

3.4 Deliverables:

» Website development and ongoing management; two online surveys

» One 2-3 minute video

3.5 POP-UPS AND OPEN HOUSES (DN, RRM)

Our team will host up to four pop-up events and four open houses during the project. The four pop-up events will be timed to occur concurrent with ongoing community activities, in an effort to maximize participation. Material prepared for the pop-up events will also be transferable to City Staff, should Staff decide to host additional events beyond the four included in this work program. While the exact timing and content for the open houses will be determined in coordination with City Staff, we expect that the first open house will be held towards the beginning of the work program and is intended to supplement/validate information collected as part of prior outreach efforts. Another open house could occur concurrent with review of the land use plan (including the land use vision for the Core). Two additional open houses could address the draft General Plan and/or Specific Plan.

3.5 Deliverables:

» Facilitation of four pop-up events and four open houses

3.6 STAKEHOLDER INTERVIEWS (RRM)

RRM will meet with key stakeholders to the Core Specific Plan area early in the process to hear from them one-on-one, gaining an understanding of their interests, concerns, and ideas. Interviews with individuals or small group meetings allow stakeholders to speak candidly about the Core's opportunities and constraints. Stakeholders will include a diverse group of people with varying backgrounds and interests, including: residents, property owners, the Brea Downtown Owners Association, developers, building professionals, and other members of the community. The interviews involve up to six (6) half-hour to one-hour confidential meetings (held via video/teleconference) over two days. RRM will collaborate with City staff to identify stakeholders. We ask that City staff notify and manage the meeting invitations of the stakeholders.

3.6 Deliverables:

- Prepare for and facilitate up to six () interviews conducted over 2-days. A summary of common themes identified within the interviews will be provided

3.7 COMMUNITY STEERING COMMITTEE (DN)

Based on our experience, we believe that forming a Community Steering Committee for the Brea General Plan Update will be a meaningful way to engage the community and we fully support convening one for this effort, as indicated in the RFP. Forming this committee is an effective, efficient way to engage a variety of stakeholders. De Novo has experience managing various committee compositions and we can work with the City during project kick-off to evaluate how the committee could be appointed and who should be represented.

For the Community Steering Committee to be an effective advisory body, the City must clearly articulate the committee's charge (their roles and responsibilities). In addition to advising on the committee's formation, our recommendations to the City will also include example charges, and the opportunities and challenges that come with different degrees of empowerment and responsibility. It is our recommendation that the City will be responsible for managing the committee's appointment and membership, while the consultant team will be responsible for presentations and materials.

Sample Meeting Topics and Schedule

After kicking off the committee, the first meetings will focus on land use, economic development, fiscal sustainability, hazards, circulation, and other considerations in order to develop the Land Use Alternatives. The subsequent meetings would be focused on goal and policy discussions related to each of the elements/topics to be addressed in the General Plan Update. Our initial work plan anticipates that the meetings could generally be organized as follows:

1. Vision/Priorities
2. Land Use and Economic Development
3. Mobility
4. Land Use Alternatives
5. Infrastructure and Sustainability
6. Feedback on Draft General Plan/Specific Plan

3.7 Deliverables:

- Preparation and facilitation of six (6) Community Steering Committee meetings including PowerPoint presentations, large-scale maps, and all meeting materials

3.8 TECHNICAL ADVISORY COMMITTEE (DN)

De Novo will assist the City in convening a Technical Advisory Committee (TAC) to provide data, information, and feedback at key points during the General Plan Update process, and ensure plan concepts can be achieved. The TAC is will be comprised of technical experts from City departments and partner agencies who implement policies addressed by the General Plan. TAC members will review and provide input on administrative draft documents prior to their release as public review draft documents.

3.8 Deliverables:

- Preparation and facilitation of four (4) TAC meetings including PowerPoint presentations, large-scale maps, and all meeting materials

3.9 VISION PLAN DOCUMENT (DN)

The public engagement and visioning process will result in a comprehensive Vision Plan document that will serve as the foundation for the goals, policies, and actions identified in the General Plan and Brea Core Specific Plan. In the Vision Plan, the team will summarize the community engagement program, input received, and outreach outcomes. It will also identify the community's goals and vision for the future as well as specific issue areas that must be carefully addressed in the General Plan, Specific Plan, and/or Environmental Impact Report. The Vision

Plan will put greater emphasis on articulating the community's balance of quality-of-life, sense of place, neighborhood preservation, economic development, and fiscal sustainability.

The document will be stylized using the project identity established during the visioning phase and will be a visually appealing document designed for ease of reading and understanding by the community. It will be in full color and will include pictures of activities conducted.

3.9 Deliverables:

» Administrative Draft Vision Plan Document (electronic open), Final Vision Plan Document (10 copies)

3.10 STUDY SESSIONS AND HEARINGS (DN)

Throughout the process it will be necessary to provide information and receive feedback from the Planning Commission and City Council on a number of topics, including the Vision Plan and Preferred Land Use Plan. We recommend hosting study sessions with each body during their regularly scheduled meetings to discuss these topics. At the conclusion of the project, it will also be necessary to present the updated General Plan, new Specific Plan, and EIR to the Planning Commission and City Council for their respective review and approval during a public hearing. We expect to hold up to four study sessions and public hearings between the Planning Commission and the City Council.

3.10 Deliverables:

» Facilitation of four (4) study sessions and public hearings with Planning Commission and/or City Council

PHASE 4: FOCUSED GENERAL PLAN UPDATE

The De Novo team is committed to providing the City a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the City, and create implementation actions that are consistent with the City's vision for the future. De Novo's team of principal-level staff are experts in preparing General Plans and will ensure that this update complies with all legislative requirements and addresses planning best practices.

Our team will update all State-mandated elements in accordance with State law and the findings of the City's General Plan Audit, and ensure each of the elements is internally consistent. As the authors of the General Plan Audit, Harris & Associates is in a unique position to support the entire planning team on this effort and ensure that the review and decisions made as part of the Audit are realized as part of the Focused General Plan Update.

4.1 PREPARATION OF PROPOSED LAND USE PLAN (DN, RRM, HA)

In this task, De Novo will host a collaborative working session with City staff to develop three land use alternatives based on feedback received from the public, understanding of opportunities and constraints, and best planning practices. This effort will result in three maps and a set of land use definitions to support the maps. This effort will be closely coordinated with development of the Land Use Plan for the Core, so that the micro and macro-level maps work in tandem.

The team will prepare a Land Use Alternatives Report to study the alternatives. As part of the Land Use Alternatives Report, the De Novo team will develop population and employment projections based on build-out of each alternative. The De Novo team will evaluate the land use alternatives in terms of impacts on an identified set of topics, such as existing/programmed public facilities or networks, the natural environment, the economy, greenhouse gas emissions reduction, and City finances. Additionally, Kittelson will support the De Novo team by evaluating the proposed land use alternatives from a transportation perspective. Kittelson will provide input into the evaluation of land use alternatives, in terms of location, levels of intensity, potential conflicts with ad-

jacent transportation facilities, and circulation/access requirements. Kittelson will also assess potential implications of increased traffic from the land use alternatives to the roadway network. If needed, Kittelson can provide trip generation calculations, and review and provide feedback on the land use alternatives prepared by the De Novo team.

The team will present the Land Use Alternatives Report to the public, Planning Commission, and City Council for consideration and feedback. Based on the information and direction received, the team will prepare a Preferred Land Use Plan and conduct the necessary analysis to develop a detailed project description for use in the EIR. The De Novo team expects the Preferred Plan to reflect components of more than one alternative; in other words, it is not likely that an alternative will be "perfect" and selected as the Preferred Plan. Once a Preferred Land Use Plan has been defined, final demographic information will be generated.

It is important to note that changes to the proposed land use plan after Council "approval" may require revisions to studies and require an amendment to the budget. The results of this task will feed directly into the project description and initial study for the EIR.

4.1 Deliverables:

- Land Use Alternatives Report (30 copies)
- Preferred Land Use Plan and associated buildout summary information

4.2 FISCAL ANALYSIS (HA)

Harris will prepare the fiscal and economic impact analysis for three land use alternatives, including the proposed land use plan prepared for the Land Use Element update. The analysis will project revenues, expenditures, and economic impacts based on expected buildout in 2045 for each of the three alternatives. The tasks are as follows:

Identify Costs and Revenues (Fiscal Analysis). Harris will utilize the current City budget and information from City staff to obtain information on costs to provide services to the increased population resulting from the additional housing units and revenues generated by new residents and businesses, including, but not limited to, sales, property, and other taxes. The difference between the costs and revenues will determine the "net" costs of the land use alternatives. The analysis will show cost and revenue line items, consistent with the current City budget, with a net cost calculation identifying each cost category individually. While the analysis will generally utilize a per capita expenditure projection, it will incorporate a marginal cost evaluation for police, fire, and parks and recreation services as appropriate. The analysis will project funding deficiencies for the anticipated development buildout, providing a basis to identify and utilize funding mechanisms, such as, but not limited to, Community Facilities Districts.

Identify jobs created and economic output (Economic Analysis). The Harris Team will utilize real estate data on current commercial development, along with the IMPLAN model for Orange County to project additional jobs created, as well as direct and indirect economic output generated, by new residential and commercial development. The results of this analysis, demonstrating changes to the City's workforce demand and economic activity under the projected buildouts for each of the three land use alternatives will be described and depicted visually in tables, charts, and/or figures.

Fiscal and Economic Impact Report. The Harris Team will prepare one (1) Draft Report and one (1) Final Report detailing the Land Use Element fiscal and economic impact analysis. Included as an appendix to the updated Land Use Element, the Report will include a detailed description of the assumptions, data sources, and methodology used in order to estimate the impacts resulting from new development associated with the three land use alternatives. The Draft Report will be prepared concurrently and included with the Draft Land Use Element. The Final Report will be prepared concurrently and included with the Final Land Use Element.

4.2 Deliverables:

- Draft and Final Fiscal and Economic Impact Report (digital)

4.3 ADMIN DRAFT GP (DN, KAI, HA)

The De Novo team will provide City staff with an Administrative Draft General Plan for review; comments on the Administrative Draft General Plan will be used to create a Screencheck Review Draft General Plan. We anticipate meeting with City staff to review comments and reach agreement on how to address potentially conflicting comments.

All team members have thoroughly reviewed the General Plan Audit and are committed to addressing the topics identified therein (as part of the De Novo team, Harris & Associates is in a unique position to provide the City the highest level of assurance that the Findings of the Audit are realized). In preparing the General Plan Update, the De Novo team will prepare each element to ensure that all goals, policies, and actions:

- Support the community's vision and values;
- Address requirements of State law;
- Avoid or mitigate potential environmental impacts, or are balanced by social, economic, legal, or other relevant considerations;
- Are grounded in recent and sound community planning and conservation trends;
- Touch on the topic of technology; and
- Are internally consistent.

While the final content and format will be finalized during Task 4.2 (see above), we have outlined the high-level topics we expect will be included based on our understanding of the project and special issues facing the City of Brea. These topics are described briefly below. Although generally described as organized under the City's existing chapter structure, the document can be reorganized into different formats/structures at no cost (i.e., the Community Development chapter can be broken down into separate Land Use, Circulation, and Environmental Justice chapters, etc.).

Introduction

The Introduction will identify the General Plan vision statement, discuss the rich cultural and historical heritage of Brea, describe the organization of the General Plan, and describe how the General Plan complies with applicable regulations.

Community Development

The Community Development Element (e.g., Land Use, Circulation, and Environmental Justice) will capitalize on the community's assets and potential with "placemaking" ideas that ultimately create good public spaces that promote people's health, happiness, and well-being. It will provide land use goals and policies that cover the following topics:

- Land use types, mix, balance, and location
- Strategic growth areas/areas of change
- Major destinations in the City
- Neighborhood preservation, revitalization, and enhancement (urban design)
- Specific Plan land use decisions, including the Brea Core Specific Plan
- Existing and future infrastructure needs (also see Community Resources)
- Specific recommendations for revisions to adopted planning documents to ensure on-going consistency and implementation of the General Plan

The Community Development Element will also include goals, policies and actions to guide mobility decisions. As part of this effort, the team will develop "complete streets" strategies to comply with state planning requirements, create safe and convenient pedestrian, bike, and transit opportunities, and to promote alternative transportation modes. In addition, new mobility trends will be incorporated, as there has significant changes to mobility choices since the current General Plan was adopted. These include:

- Transportation Network Companies (TNCs) like Uber and Lyft
- Autonomous vehicles
- Car sharing services
- Bike sharing services
- Electric scooters and bikes
- Microtransit
- Safe systems approach to safety planning

In addition, the updated Community Development Element will incorporate policies that include Vehicle-Miles-Traveled (VMT) as a metric to evaluate the transportation system.

Economic Development

We expect that a new dedicated Economic Development Element will be included in the updated General Plan policy document. The goals, policies, and implementation programs of the Economic Development Element will provide the City with guidance to foster a strong and sound local economy. The topics addressed may include, but are not limited to:

- Business retention and attraction;
- Creation of high-quality job opportunities; and
- Expansion of in-demand land use sectors.

The goals and policies will focus on maintaining a high quality of life that supports the City's role in the regional economy while promoting employment and revenue opportunities necessary to meet the needs and preferences of City residents and businesses.

Community Resources

The Community Resources Element (e.g., Open Space and Conservation) will focus on the cultural, natural, environmental, and man-made resources and the provision of open spaces. The Community Resources Element will be developed to be consistent with other General Plan Elements (e.g., Community Development, Safety), and its policies, programs, and implementation actions will address the following topics:

- Inventory of parks, facilities, and resources
- Open space planning
- Forests, soils, minerals and other natural resources
- Water conservation and quality
- Scenic vistas

In addition, public and semi-public facilities and services must be planned to maintain and enhance the high quality of life in the City and to help achieve the City's vision for the future. The Community Resources Element will include a recommended list of goals, policies, and action items that address topics such as:

- Infrastructure needs (also see Community Development)
- Law enforcement, emergency medical, and fire
- Educational facilities
- Civic services and functions
- Health care facilities
- Libraries, cultural, and community facilities

Public Safety

The Public Safety Element will be updated pursuant to Government Code § 65302(g) which requires local jurisdictions to update the Safety Element to address flood hazards, fire hazards, climate change, and emergency evacuation. We will draw on the information contained in the City's new Local Hazard Mitigation Plan (LHMP) as well as any other relevant planning documents to ensure consistency with the requirements of SB 1241, SB 379, SB 99. SB 379 requires the Safety Element to address climate adaptation and resilience strategies applicable to the City. SB 99 requires the Safety Element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes. SB 1241 requires the Safety Element to address the risk of fire in State Responsibility Areas and Very High Fire Hazard Severity Zones.

4.3 Deliverables:

- Administrative Draft General Plan

4.4 PUBLIC REVIEW GENERAL PLAN (DN, KAI, HA)

Following the City's consolidated comments on the Administrative Draft General Plan, De Novo will prepare the Draft General Plan for public review/comment and use during the City's review and approval process. The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City's website. De Novo will be available to present the Draft General Plan and Draft Environmental Impact Report (see Task 6) in a public workshop and/or Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

4.4 Deliverables:

- Public Review Draft General Plan (10 hardcopies)

4.5 FINAL GENERAL PLAN (DN, KAI, HA)

We anticipate that a series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-making bodies, we will prepare modified General Plan text that will be provided as attachments to the staff report for City Council consideration.

Based on Council's direction at the adoption of the General Plan, De Novo will edit the General Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the General Plan.

4.5 Deliverables:

- Final General Plan (10 hardcopies)
- Color Land Use Map (PDF and GIS formats)
- All General Plan maps, tables, and images (electronic format including GIS shapefiles of all maps)

PHASE 5: BREA CORE SP

The Brea Core Specific Plan will be prepared consistent with State planning law and will be clear, easy to use, including compelling and instructive graphics, goals, policies, and actions that will foster public and private investment. At a minimum it will contain the following sections: introduction, land use, mobility and parking, and public realm improvements, public services and infrastructure, implementation, and administration. The Plan will be organized and formatted to be easy to use and provide clear guidance to staff, property owners, and developers.

5.1 BASE MAP (RRM)

As an overlay to the base map, the consultant team will create an exhibit that identifies relevant existing conditions and opportunities and constraints visible during the virtual tour and future site visits. A digital copy of the base map and opportunity and constraints exhibits will be provided to the City for review and reference.

5.1 Deliverables:

- One (1) digital copy of the Specific Plan Area base map prepared by De Novo with opportunities and constraints layer prepared by RRM Design Group

5.2 INFRASTRUCTURE ANALYSIS (HA)

Harris will prepare the following infrastructure and service systems plans in support of the Brea Core Specific Plan preparation:

1. Using the Drainage System Technical Memorandum, Wastewater System Technical Memorandum, and Water Service System Technical Memorandum in Tasks 4.7 through 4.9, Harris will prepare diagrams of the existing and proposed water, sewer, and storm drainage systems for the Brea Core Specific Plan land uses. Based on the diagrams, Harris will provide written descriptions of the systems and develop policies and standards to verify sufficient capacity and service for the Specific Plan at buildout.
2. Republic Services will provide trash and recyclable material collection services to the Brea Core Specific Plan area. Harris will support developing policies pertaining to solid waste that are consistent with solid waste management laws and regulations in support of the Brea Core Specific Plan preparation.
3. Electrical and gas services will be provided by Southern California Edison (SCE) and Southern California Gas Company (SoCalGas), respectively. We expect that SCE and SoCalGas will supply adequate electric power and natural gas services and install necessary distribution facilities to serve the Brea Core Specific Plan. Harris will provide a description of existing programs related to energy utilities and develop policies and measures that will provide opportunities for efficient energy that could add value to the development within the Brea Core Specific Plan area.

5.2 Deliverables:

- Draft and Final water, sewer, and drainage systems section of the Brea Core Specific Plan (digital)
- Draft and Final solid waste disposal section of the Brea Core Specific Plan (digital)
- Draft and Final energy section of the Brea Core Specific Plan (digital)

5.3 MOBILITY ANALYSIS (KAI)

Kittelson will support the project team with the preparation of the circulation plan for the Brea Core Specific Plan. Kittelson will assist the project team with identifying street designations and functional classifications, and additional pedestrian and bicycle facilities for the plan to accommodate the anticipated land development and to achieve the plan's vision. Kittelson will use a variety of sources to identify significant infrastructure constraints such as intersections physically constrained and that are projected to operate at unacceptable levels of service, and unfunded needed improvements. Kittelson will also build on the recommendations and toolbox included in the Brea Core ATP to improve access and to provide safety enhancements in the specific plan area. In particular, this may include prioritizing and balancing the needs of all modes and users, changes in on-street and off-street parking, pedestrian mid-block crossings, and implementation of wayfinding and supportive tools. The Specific Plan will include maps identifying vehicular circulation with roadway functional classifications, a non-vehicular circulation map with key trails and sidewalks, and key streets cross-sections.

Recommendations will be summarized with text and graphics in the Specific Plan's Transportation/Circulation Plan. Once the Specific Plan is finalized, Kittelson will prepare a transportation study for inclusion within the Draft EIR.

5.3 Deliverables:

- Preparation of the circulation plan for the Brea Core Specific Plan, including maps and cross-sections, and one round of revisions
- Preliminary cost estimates for public improvements to support the circulation plan

5.4 PROGRAM OF IMPLEMENTATION MEASURES – FUNDING OPTIONS MATRIX (HA)

Harris will prepare a funding options matrix that identifies the available financing mechanisms for the construction, operation, and maintenance of the public infrastructure identified in the Brea Core Specific Plan. For each financing mechanism the matrix will show the authorizing law, the types of infrastructure or services eligible for funding, the formation process, the voting pool (property owners, registered voters, and/or the legislative body), the threshold for approval and the typical timeline for formation.

Harris will submit a draft of the funding options matrix in a Microsoft Excel format for review and comment. After receiving all comments to the draft or after 2 weeks from submittal of the draft, whichever comes first, Harris will prepare a final funding options matrix in a Microsoft Excel format and transmit it for incorporation into the Brea Core Specific Plan.

5.4 Deliverables:

- Draft funding options matrix, Final funding options matrix

5.5 PRELIMINARY CORE RECOMMENDATIONS POWERPOINT (RRM)

RRM's planners, urban designers, architects, landscape architects, and engineers will collaborate with the City to develop the groundwork for the Specific Plan which considers development, placemaking, and physical opportunities and constraints. This will be the basis for the Specific Plan document and will likely include:

- Confirmation of project boundary
- Preliminary districts, land use, development standards, and guidelines
- Mobility, parking, and streetscape beautification strategies

A PowerPoint presentation will be developed to share these foundational concepts and facilitate discussions before ink is put to paper on the Plan. The PowerPoint presentation is intended for use at a Specific Plan focused City Council Study Session to gather feedback early on in the process.

5.5 Deliverables:

- PowerPoint presentation

5.6 ADMIN DRAFT SP (RRM)

A preliminary Specific Plan organization is outlined below, which may be refined based on further analysis and feedback.

1. Introduction and Vision: The introductory chapter discusses the purpose, intent, and organization of the Specific Plan document. It describes the goals of the plan and boundaries, a description of the planning process, the community outreach process associated with the project, and the Specific Plan's relationship to pertinent City documents and policies.
2. Land Use: This chapter will include a detailed land use plan that will also serve as the zoning map. It will document in a clear, graphically rich, and easy to use/administer manner address allowable land uses, the Specific Plan district, building form, and site development standards, such as height, setbacks, and parking.
3. Mobility and Parking: In this chapter, RRM will coordinate with the traffic consultant to integrate the findings and recommendations described above under Mobility Analysis. It will address mobility, including pedestrian, transit, bike, vehicular circulation, and parking.
4. Public Realm, Placemaking, and Streetscape Beautification: This chapter will contain recommendations for the street environment, pedestrian realm, placemaking, and transit and bicycle route concepts. Urban design concepts will promote a pedestrian-friendly environment, with recommendations for street trees, lighting, and furnishings to enhance and unify the unique character of the area. Images will be selected to depict real examples from other cities of the design concepts.
5. Infrastructure and Public Facilities: This chapter will incorporate Harris and Associates infrastructure analysis described above. The chapter will include an overview of police and fire protection, schools, and parks tiering off of the General Plan analysis.
6. Implementation: This chapter will outline future projects, priorities, timelines, and programs necessary for the Core Specific Plan Area. The recommendations will also identify potential funding sources and financing mechanisms for public infrastructure implementation in the specific plan area.
7. Administration: This chapter will address the authority of the Specific Plan, non-conforming uses and structures, processing requirements, and the administrative procedures required for amendments to the Specific Plan. This scope assumes that staff develop the content for this chapter and RRM will integrate it into the document.

5.6 Deliverables:

» RRM will provide an Administrative Draft of the Brea Core Specific Plan for internal review. We ask that the City provide one (1) consolidated, marked up redline version with all City comments.

5.7 SCREENCHECK DRAFT SP (RRM)

Following the completion of the Administrative Draft of the Brea Core Specific Plan and receipt of the single set of redlined comments from the City on the Administrative Draft, RRM will produce a Screen Check Draft. At this point, the City's comments will have been integrated, and this draft will provide an additional internal review opportunity prior to the development of the Public Review Draft.

5.7 Deliverables:

» RRM will provide a Screen Check Draft of the Brea Core Specific Plan. We ask that the City provide one (1) consolidated, marked up redline version with all City comments

5.8 PUBLIC REVIEW DRAFT SP (RRM)

This draft is intended for public review and will include any remaining requested revisions and edits from City staff.

5.7 Deliverables:

» Public Review Draft Brea Core Specific Plan (electronic copy of the suitable for distribution and posting on the City's website)

5.9 FINAL SP (RRM)

Following the action taken by the City Council, RRM will make the final edits and modifications to the Specific Plan. It is assumed that one (1) set of revisions will be made, incorporating both the Planning Commission recommendations and City Council action. Errata sheets may be used to discuss preferred changes between the Planning Commission and City Council hearings.

5.7 Deliverables:

» Make final edits and provide an electronic file of the final Brea Core Specific Plan

PHASE 6: CEQA DOCUMENT

Harris envisions the CEQA document appropriate for the Proposed Project is a Program Environmental Impact Report (EIR). Harris will work as a team with the City of Brea, as the CEQA lead agency, and De Novo Planning Group (De Novo) as the planning lead, to prepare the required environmental documentation and provide technical support to complete the necessary steps to prepare the GPU and Brea Core Specific Plan.

The tasks to prepare the CEQA document and supporting technical reports for the project are discussed below.

6.1 PROJECT INITIATION AND DATA COLLECTION (HA)

The Harris project management team will attend two project kickoff meetings with the City and De Novo team for the Proposed Project. We assume that the first kick off meeting will occur for the preparation of the GPU and Specific Plan and the second kickoff meeting for the CEQA processing once the GPU and Specific Plan land uses and buildout numbers are finalized for a project description for the EIR. For the second kickoff meeting that will start the CEQA process, Harris will prepare an agenda and a project schedule for the CEQA processing before the meeting. We will collect and review relevant project information; clearly define the project for the purposes of the environmental analysis; discuss the project schedule and important assumptions for achieving the schedule; establish early communication and the protocols for ongoing communication; and familiarize the Harris project team with the issues and concerns that the City determines to be important for analysis in the environmental document. Based on the background research and site visit, we will develop a list of data needs and specific questions about the project that will inform the project description.

5.6 Deliverables:

- Two kick-off meetings
- Agenda and project schedule
- List of data needs and questions

6.2 PREPARE NOTICE OF PREPARATION (HA)

Consistent with Section 15082 of the CEQA Guidelines, a Notice of Preparation (NOP) will be prepared and released for a 30-day public comment period to obtain input from other agencies and the public regarding the environmental topics to be addressed in the Draft PEIR. The NOP will include a description of the project, project location with map, and probable environmental effects of the project. The scope of work assumes one set of revisions to the Draft NOP based on one compiled set of City comments.

Pursuant to CEQA Guidelines Section 15060(d), the lead agency can determine that an EIR will be clearly required for a project, and the agency may skip further initial review of the project and begin work directly on the EIR process. We anticipate that the Proposed Project will require an EIR, therefore, no Initial Study will be prepared with the release of the NOP.

Our budget assumes that Harris will reproduce and distribute the NOP to responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the City. It is assumed that the City will be responsible for all newspaper notices, direct mailings, and posting on the City's website.

6.2 Deliverables:

- Project Description
- Draft and Final NOP (in Microsoft Word and PDF files)

6.3 SCOPING MEETING (HA)

Harris will assist the City in organizing and conducting one public scoping meeting to present the major features of the Proposed Project and the CEQA process. The purpose of the scoping meeting is to solicit comments regarding the scope and content of the environmental issues to be addressed in the EIR. For the purposes of this scope, we assume that the scoping meeting will be conducted in-person. We will prepare and present a PowerPoint presentation discussing the environmental review process and answer questions, as desired by the City staff. It is recommended that the scoping meeting be held soon after release of the NOP so that public concerns about environmental issues can be identified early. We assume that the City will collect all written comments and provide an electronic file. Harris will summarize all

comments received during the NOP review period and the scoping meeting and address them in the Draft EIR.

6.3 Deliverables:

- One in-person meeting attendance
- Prepare materials for and conduct a scoping meeting
- PowerPoint presentation

6.4 TECHNICAL STUDIES (HA, KAI)

6.4.1 Air Quality

Harris will prepare an Air Quality Technical EIR section to assess the air quality impacts associated with proposed land use changes identified in the General Plan Update and Brea Core Specific Plan. It is assumed that the General Plan Update area will include buildout of the Brea Core Specific Plan, and the Brea Core Specific Plan area will also be addressed separately at the programmatic level. Modeling output will be provided as an appendix to the air quality impacts analysis in the EIR. The Tasks are listed below.

8. Provide a brief overview of the existing air quality in the South Coast Air Basin in the vicinity of the project area, including existing pollutant levels at nearby air quality monitoring stations. This will establish the baseline of air pollutant emissions for the City.
9. Provide an overview of standards and policies relevant to the criteria pollutant analysis, including the National Ambient Air Quality Standards, the California Ambient Air Quality Standards (CAAQS), and South Coast Air Quality Management District (SCAQMD) rules and planning documents.
10. Estimate construction emissions for proposed land use changes based on worst-case annual estimate construction scenarios for General Plan and Brea Core Specific Plan buildout, addressing heavy equipment exhaust and fugitive dust. Construction emissions will be estimated for the General Plan and Brea Cost Specific Plan separately using the California Emissions Estimator Model (CalEEMod).
11. Use CalEEMod to estimate existing criteria pollutant emissions in the General Plan area and Brea Core Specific Plan area separately based on land use information provided by the City, and vehicle miles traveled (VMT) information provided by the traffic consultant. Modeling will be based on the worst-case land use alternative, which is assumed to be the alternative that would accommodate the most growth.
12. Use CalEEMod to quantify operational emissions from build out of the proposed land use changes associated with General Plan buildout and buildout of the Brea Core Specific Plan. Vehicular emissions will be based solely on traffic information provided by the traffic consultant, including VMT. It is assumed the traffic information will account for any new VMT-reducing features incorporated into the General Plan Update.
13. Compare future buildout emission estimates to existing conditions (baseline) to estimate the potential net change in emissions. Evaluate the significance of construction emissions and net operation emissions using the air impact screening criteria from SCAQMD. Because the project is a programmatic document and does not include specific construction projects, potential health risks from construction will be addressed qualitatively.
14. The potential for carbon monoxide hotspots will be addressed qualitatively based on information from the traffic study to be prepared by the traffic consultant. If necessary, and if required traffic data is available from transportation consultants, one intersection will be modeled using the CALINE model for either the General Plan or Brea Core Specific Plan.
15. Mitigation measures, if warranted, will consist of program-level best management practices for future projects. Mitigation measures will be quantified to the extent available using CalEEMod.
16. Prepare the EIR section. Harris assumes one round of revision.

6.4.1 Deliverables:

- One digital copy of the draft and final Air Quality EIR section with modeling output as an appendix.

6.4.2 ENERGY

Harris will prepare an Energy EIR section analyze the potential energy use impacts associated with proposed land use changes identified in the General Plan Update and Brea Core Specific Plan. It is assumed that the General Plan Update area will include buildout of the Brea Core Specific Plan, and the Brea Core Specific Plan area will also be addressed separately at the programmatic level. The scope of work will include the following tasks:

1. Provide a description of the existing electricity and natural gas use in the City and Brea Core Specific Plan area, based on the results of CalEEMod modeling for the Air Quality appendix, and information provided by the City.
2. Use emissions factors available from the U.S. Environmental Protection Agency to estimate the fuel consumption of offroad equipment and vehicle trips anticipated for construction, as well as the net increase in vehicle trips anticipated from General Plan buildout and buildout of the Brea Core Specific Plan. Existing vehicle emissions will also be estimated for each area for comparison. The CalEEMod results described for the Air Quality EIR section will provide the carbon dioxide equivalent (CO2e) emissions for construction and operation emissions; therefore, Consultant will use the emissions factors for CO2 for diesel fuel and mobile fuel to covert CO2e emissions to gallons. The CO2 emissions factor for diesel fuel will be assumed for construction equipment and vendor and haul trips. The emissions factor for mobile fuel will be assumed for worker vehicle trips, existing operational vehicle trips, and future operational vehicle trips. Annual construction fuel use will be provided by source (equipment, haul trips, vendor trips, worker trips). Total existing and buildout fuel use will be provided for operational trips.
3. Report the total net change in electricity and natural gas use for buildout of the General Plan Update and Brea Core Specific Plan compared to existing demand. Energy use will be based on the worst-case land use alternative, which is assumed to be the alternative that would accommodate the most growth. Energy demand will be based on CalEEMod modeling. Assumptions for future building electrification will be developed with the City and incorporated into modeling. Additional proposed sustainability features, including use of renewable energy sources to meet demand, will be incorporated into use estimates to the extent feasible based on available CalEEMod inputs or available use reduction calculations.
4. Compare the General Plan Update and Brea Core Specific Plan to existing energy demand, and local and state energy use reduction plans, including the 2022 Scoping Plan, to determine whether the Project would result in wasteful, inefficient, or unnecessary consumption of energy during construction or operation.
5. Prepare the Energy EIR section by describing the short-term and long-term energy usage impacts associated with demolition and construction of the proposed Project. Feasible mitigation measures will be identified to reduce identified significant impacts, if applicable.
6. Harris assumes one round of review by the City.

6.4.2 Deliverables:

» One digital copy of the draft and final Energy EIR section.

6.4.3 GREENHOUSE GAS EMISSIONS

Harris will prepare a Greenhouse Gas Emissions EIR section to assess the Greenhouse Gas (GHG) impacts associated with proposed land use changes identified in the General Plan Update and Brea Core Specific Plan. It is assumed that the General Plan Update area will include buildout of the Brea Core Specific Plan, and the Brea Core Specific Plan area will also be addressed separately at the programmatic level. Tasks are listed below.

1. Provide a description of the most common GHG constituents and summarize applicable legislation that pertains to GHG emissions, such as Assembly Bill 32, Executive Order S-3-05, AB 1279, and City sustainability efforts such as renewable energy projects.
2. Conduct an inventory of GHGs for construction of General Plan and Brea Core Specific Plan buildout that will focus on the three types of GHG emissions anticipated to be generated by the project: carbon dioxide, methane, and nitrous oxide. Emissions will be converted to their carbon dioxide equivalents using the global warming potential for each gas. Assumptions will be consistent with the worst-case annual construction scenario developed for the air quality analysis and will represent the estimated worst-case annual construction GHG emissions. Emissions will be estimated using CalEEMod.
3. Use CalEEMod to estimate existing and buildout GHG emissions from land use operation in the General Plan and Brea Core Specific Plan areas. Modeling will be based on the worst-case land use alternative, which is assumed to be the alternative that would accommodate the most growth. Vehicular emissions will be based solely on traffic information provided by the traffic consultant. It is assumed that traffic information provided by the traffic consultant will include implementation of Citywide GHG reduction measures related to transportation, such as availability of alternative transportation, as applicable.
4. The City has not adopted a qualified greenhouse gas reduction plans for streamlining under CEQA. Additionally, the SCAQMD has published interim GHG thresholds; however, the thresholds are based on an outdated AB 32 statewide emissions reductions target. As such, the project's significance with be evaluated based on the consistency with long-term Statewide emissions reduction goals, including AB 1279 and the 2022 Scoping Plan. If necessary, recommend program-level mitigation measures to reduce potential impacts. Mitigation measures will be quantified to the extent available using CalEEMod. It is anticipated that a Climate Action Plan consistent with AB 1279 may be required as mitigation.
5. Prepare the draft GHG EIR section detailing the results of the analyses identified above. Submit the GHG EIR section for review and prepare one set of revisions. within the limits of an 8-hour professional staff budget.

6.4.3 Deliverables:

» One digital copy of the draft and final GHG Emissions EIR section with modeling output as an appendix.

6.4.4 NOISE AND VIBRATION

Harris will prepare a Noise section for the proposed land use identified in the General Plan Update and Brea Core Specific Plan. It is assumed that the General Plan Update area will include buildout of the Brea Core Specific Plan, and the Brea Core Specific Plan area will also be addressed separately at the programmatic level. The modeling output will be included as an appendix to the EIR. Tasks are listed below.

1. Provide a brief description of the contributors to the existing local noise environment, including traffic, aircraft, and commercial operations, based on the existing City planning documents, such as the existing General Plan Public Safety Element. The brief description summarizing the noise environment for the Brea Core Specific Plan area will also be included.

2. Provide an overview of adopted relevant standards and policies in the City's planning documents, specifically the land use compatibility matrix in the General Plan Public Safety Element. Identify a threshold of significance for changes in ambient noise level based on City noise compatibility standards. Proposed changes to noise-related policies will also be summarized as applicable.
3. Compare existing and future roadway noise levels for up to 12 roadway segments using standard equations adopted from the Federal Highway Administration Highway Noise Prediction Model. Existing and future conditions will be derived from roadway segment volume information provided by the traffic consultant for roadway segments anticipated to experience the most change in volume or exposure as a result of the project. Modeling will be based on the worst-case land use alternative, which is assumed to be the alternative that would accommodate the most growth. The 12 segments will include at least four segments from the Brea Core Specific Plan area that represent the worst-case segments in this area. Noise calculations will assume an idealized steady flow of traffic without attenuation provided by topography or buildings.
4. Review changes to the proposed Land Use Map for the General Plan and Brea Core Specific Plan to identify potential incompatibilities from operational noise.
5. Compare vehicle noise levels and potential noise incompatibilities to the City Noise Ordinance and noise compatibility standards. Evaluate the potential for proposed General Plan or Brea Core Specific Plan updates to mitigate ambient noise in the City. Recommend additional program-level mitigation measures to reduce potential impacts, if necessary.
6. Prepare the draft Noise Technical Memo detailing the results of the analyses identified above. Submit the Noise Technical Memo for review, and prepare one set of revisions within the limits of an 8-hour professional staff budget.

6.4.4 Deliverables:

» One digital copy of the draft and final noise section with modeling output as an appendix.

6.4.5 BIOLOGICAL RESOURCES TECHNICAL MEMORANDUM

The Harris Biology Team will review City information and accessible reports for the project, including the existing General Plan, and available reports prepared for other projects in an adjacent to the City. Databases reviewed will include California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB), US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) species records, the California Native Plant Society's Electronic Inventory (CNPSEI), and the USFWS National Wetland Inventory. In addition, US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey data and historic aerial maps will be reviewed.

Upon completion of the literature and database review, lists will be generated of potential and/or expected sensitive vegetation communities and known potentially jurisdictional aquatic resources. Delineation of vegetation community and land cover boundaries will follow Holland vegetation classification categories. The special-status species with potential for occurrence (those for which suitable habitat occurs within the City) will be categorized as having high, moderate, or low potential. Harris will use collected information to produce maps showing vegetation communities and other sensitive resources within the General Plan Update area. This task anticipates preparation of up to six map figures to be included in the document: regional location, project location, vegetation communities and land cover types, potentially jurisdictional aquatic resources, sensitive biological resources, and wildlife corridors/NCCP areas. Focused surveys are not included in this task.

After the desktop review is complete, the Harris team will prepare a programmatic Biological Resources Technical Report. (BRTR). The BRTR will detail the results of the desktop assessment, document applicable regulations, summarize the existing biological conditions of the City, and provide a programmatic approach that includes a mitigation framework for sensitive species and habitats. The BRTR will provide a programmatic-level assessment of the vegetation communities/habitats in the City and provide a large-picture view of potential impacts to any sensitive habitats. It will also provide recommendations for mitigation for potential sensitive habitat (and spe-

cies) impacts. The report will include figures and data tables. This task also includes collecting, organizing, and digitizing appropriate resource records and making the data available in digital/GIS format. The BRTR will be in compliance with any necessary local, state, and federal guidelines for the purposes of supporting the California Environmental Quality Act (CEQA) analysis and mitigation framework from a programmatic standpoint.

Assumptions:

- Harris assumes that the City will provide a site plan so project impacts can be evaluated.
- The City will provide any available background reports, documentation, or correspondence to assist Harris in the habitat assessment of the project sites including, but not limited to, recent habitat assessments or survey reports produced for the City.
- Harris assumes that the City will provide any documentation or data required to compile the programmatic BRTR in timely manner. Any delay in providing access will delay submittal of the draft and final deliverables.
- At the time of this proposal, an in-field assessment of potential resources in the City (biological reconnaissance) is not necessary. If it is necessary to conduct a biological reconnaissance survey to support the programmatic BRTR, a cost augment will be required.
- Harris assumes electronic versions of the Biological Resources Technical Report as Microsoft Word and PDF files will suffice. If hard copies are requested, a cost augment may be required.
- Harris assumes only one round of revisions will be needed to finalize the Biological Resources Technical Report based on comments from the City. Additional revisions may require a cost augment.

6.4.5 Deliverables:

- Draft and final versions of the Programmatic BRTR as Microsoft Word and PDF files only.

6.4.6 CULTURAL AND TRIBAL CULTURAL RESOURCES

Harris will conduct a California Historical Resources Information System (CHRIS) background check for the City of Brea, including the Brea Core Specific Plan area and conduct Tribal outreach pursuant to Assembly Bill 52 (AB 52). Tasks are detailed below.

1. Harris will conduct a records search at the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System (CHRIS) for information on known cultural resources and previous studies within the planning area for the GPU. This task assumes that the City will provide an inventory of historic structures, building records for structures that were constructed 45 or more years ago, and any available background documentation to assist Harris in the cultural assessment of the City.
2. Harris will provide assistance with the tribal notification process pursuant to the requirements of Assembly Bill 52 (AB 52) for CEQA and Senate Bill 18 (SB 18).
3. Harris will contact the Native American Heritage Commission) (NAHC) to conduct a search of the Sacred Lands File (SLF) database and obtain the tribal contacts list for SB 18 compliance. We assume the City will provide Harris with the list of tribes who have requested consultation for projects subject to AB 52.
4. Harris will draft a project information/ consultation notification letter for the City to distribute. We assume that the City will manage the notification and consultation process with pertinent tribes who have requested it. For the purposes of this scope of work, we assume that consultation meeting will occur virtually , and not to exceed four hours.

6.4.6 Deliverables:

- CHRIS Background Check Documents (digital)
- AB 52 Notification and Consultation Support

6.4.7 DRAINAGE SYSTEM TECHNICAL MEMORANDUM

Harris will prepare a Drainage System Technical Memorandum that determines runoff flow rates to the City's storm drainage system by the Brea Core Specific Plan at the programmatic level. The Technical Memorandum will not be prepared for the GPU as the General Plan policies require each development project within the City to minimize runoff and provide necessary storm drain improvements. The runoff flow for the Brea Core Specific Plan will be based on land use data, catchment sizes, and regional rain flow data. The system will be evaluated based on a review of the available published criteria to confirm that the system can sufficiently route and, if necessary, store the flows generated by the buildout of the Brea Core Specific Plan land uses. The Drainage System Technical Memorandum will include the following tasks:

1. Prepare a description and breakdown of the existing and proposed Land Uses within the Brea Core Specific Plan area. The basis for existing conditions will be obtained by available sources (i.e. City Master Plan of Drainage (Willdan, 2013).
2. Present the existing condition and proposed condition storm runoff flow characteristics using regional rain flow data through the use of hydrographs and system maps. Calculations will utilize Orange County Hydrology Methodology and will be based on the 10-year and 25-year return periods to match the City Master Plan of Drainage criteria.
3. Identify the storm flow incremental difference generated due to the proposed land use changes to identify an approximate volume necessary for the containment of the increased storm runoff volume.
4. Prepare the Draft Drainage System Technical that includes discussions of methodology, assumptions, results, and recommendations. Exhibits showing existing and proposed conditions will also be prepared and included in the Study.
5. Prepare the Draft Drainage System Technical Memorandum in both MS Word and PDF and provide a copy to the City. Consultant will conduct an internal quality control review of the report before submitting the report to the District.
6. Prepare one set of revisions to the Draft Drainage System Technical Memorandum based on City's comments.

Assumptions:

- City will provide available GIS files for storm drainage networks, existing and proposed land uses, catchments, known deficiencies, and CIP locations.
- Orange County Hydrology Manual will be utilized for hydrologic calculations.
- 10-Year and 25-Year recurrence intervals will be utilized – additional recurrence intervals such as the 50-Year and 100-Year are not included.
- Hydraulic Modeling is excluded from the base scope but could be added, if required and directed by the City.

6.4.8 WASTEWATER SYSTEM TECHNICAL MEMORANDUM

Harris will prepare a Wastewater System Technical Memorandum that determines additional sewer flow generation into the public sewer system by the Brea Core Specific Plan at the programmatic level. The Technical Memorandum will not be prepared for the GPU as it is anticipated that the General Plan policies call for the City to implement the recommendations of the Sewer Master Plan (2021) to reduce impacts to a less than significant level. The existing sewer generation rates will be based on the City's existing Sewer Master Plan (AKM, 2021) the proposed sewer generation rates will reflect the Brea Core Specific Plan land uses with sewer generation rates taken from the existing Sewer Master Plan. The system will be evaluated based on a review of the published criteria (Sewer Master Plan Update and Sanitary Sewer Management Plan Update (2016) to confirm that the system can sufficiently serve the incremental increase from the Brea Core Specific Plan land uses. A determination of hydraulic deficiencies will be based on the City's Sewer Master Plan as the base scope. A hydraulic modeling for the pipe network to identify specific pipe deficiencies will not be conducted. The Scope of Work will include the following tasks:

1. Research and review existing sewer system information including available system maps, GIS files, existing sewer flow monitoring data, existing operational and maintenance issues in and around the Brea Core Plan area, and previous sewer studies in the Project area. Coordinate with City staff as necessary for available documents and input on any observed inconsistencies.
2. Develop Brea Core Plan area estimated sewer generation in accordance with the City's Sewer Master Plan (2021), and Sewer System Management Plan Update (2016).
3. Review generated sewer generation and determine potential impacts on known deficiencies and identified CIP Projects. Recommended improvements and/or additional studies will be recommended to the City as part of the draft Technical Memorandum.
4. Prepare a Technical Memorandum to document the methodology, assumptions, findings, results and recommendations along with exhibits showing the existing and proposed conditions. Study will note if system upgrades are required to meet City's wastewater facility design criteria
5. Revise and finalize Technical Memorandum (up to two revisions) based on District and City review comments.

Assumptions:

- City will provide available GIS files for the wastewater distribution facilities, siphons, existing and proposed land uses, any collection system watersheds/boundaries, known deficiencies, and CIP locations.
- Most recent Sewer Master Plan (AKM, 2021) will be provided by the City.
- Hydraulic Modeling is excluded from the base scope, but could be added, if required and directed by the City.

6.4.9 WATER SERVICE SYSTEM TECHNICAL STUDY

Harris will prepare a Water Service System Technical Study that determines additional water demands to the City's public potable water system by the Brea Core Specific Plan at the programmatic level. The Technical Memorandum will not be prepared for the GPU as it is anticipated that the General Plan policies call for the City to implement the recommendations of the Water Master Plan to reduce impacts to a less than significant level. The existing water system demands will be based on the City's existing Water Master Plan (Civiltec, 2021), the proposed water system demands will reflect the proposed Brea Core Specific Plan land uses, with duty factors from the existing Water Master Plan report utilized for calculating the proposed water demands. The system will be evaluated based on a review of the published criteria (Water Master Plan Update and Urban Water Management Plan) to confirm that the system can sufficiently serve the overall water demands and fire flow requirements. A determination of hydraulic deficiencies will be based on the City's Water Master Plan Update (2021) as the base scope. This proposal does not include hydraulic modeling for the pipe network to identify specific pipe and fire flow deficiencies. Detailed tasks are as follows:

1. Research and review existing water system information including available system maps, GIS files, existing fire flow hydrant test records, existing operational and maintenance issues in the City's pressure zone that will serve the Project, and previous water infrastructure studies in the Brea Core Plan area. Coordinate with City staff as necessary for available documents and input on any observed inconsistencies.
2. Develop Brea Core Plan area estimated water demands and fire flow requirements in accordance with the City's Water Master Plan Update (2021), the 2022 California Fire Code and the City's Urban Water Management Plan (2021)
3. Review generated water demand and determine potential impacts on known deficiencies and identified CIP Projects. Recommended improvements and/or additional studies will be recommended to the City as part of the draft Technical Memorandum.
4. Prepare a Technical Memorandum to document the methodology, assumptions, findings, results and recommendations along with exhibits showing the existing and proposed conditions. Study will note if system upgrades are required to meet City's water facility design criteria.
5. Revise and finalize Technical Memorandum (up to two revisions) based on District and City review comments.

Assumptions:

- City will provide available GIS files for the water distribution facilities and pressure zones, existing and proposed land uses, duty factors, pressure zone boundaries, known deficiencies, and CIP locations.
- Most recent Water Master Plan Update (Civiltec Engineering, 2020) will be provided by the City.
- Available Fire Flow tests from recent developments will be made available to confirm system capacity
- Hydraulic Modeling is excluded from the base scope, but could be added, if required and directed by the City.

6.4.10 WATER SUPPLY ASSESSMENT

CWC §10910, based on Senate Bill 610 of 2001 (SB 610), requires that any city or county that determines that a project is subject to the CEQA under Section 21080 of the Public Resources Code shall prepare a Water Supply Assessment (WSA) to determine the sufficiency of water supply to meet water demand during normal, single dry, and multiple dry water years over a 20-year projection period.

The Brea Core Specific Plan is new and thus not included in the 2020 City of Brea Urban Water Management Plan (UWMP). New analysis is required to assess water supply sufficiency during normal, single dry, and multiple dry water years. Harris will prepare a WSA for the proposed Brea Core Specific Plan, pursuant to the requirements under California Water Code §10910. The tasks are as follows:

1. Data Gathering and Review: Consultant will review development plans and capacity for new single-family and multi-family residential, commercial, industrial, manufacturing, and government buildings projected in the Brea Core Specific Plan. Consultant will work with the City and the City's water suppliers -- Municipal Water District of Orange County (MWDOC) and California Domestic Water Company (CDWC) – to ensure appropriate supply estimates are included in the WSA.
2. Characterization/Background: Consultant will utilize the Brea Core Specific Plan and the UWMP to characterize the development project, the City's water system, historical demand and supply, water demand management, and water supply issues.
3. Water Demand and Supply Analysis: Consultant will then develop a water supply and demand analysis that incorporates historical data with expected historical and planned water demand estimates and supply to assess water sufficiency for the normal, single dry, and multiple dry water years over a 20-year period.
4. Water Supply Assessment Draft: Consultant will prepare a draft Water Supply Assessment to include the water demand and supply assessment; identification of water rights; required information on the groundwater basin; and other information and attachments as required by §10910. Consultant will submit the draft to the City for review.
5. Water Supply Assessment Final Draft: Consultant will prepare one set of revisions to the WSA based on comments received from the City.
6. We assume that CDWC and MWDOC will provide water supply estimates.

6.4.10 Deliverables:

» Draft and Final WSA (digital)

6.4.11 TRAFFIC IMPACT ANALYSIS

Kittelson will prepare the Transportation Impact Analysis (TIA) to support the environmental documentation and approvals for the project. The TIA will document the existing circulation network and planned improvements and updated General Plan policies and will assess potential impacts using VMT metrics as required under CEQA. The appropriate travel demand model will be modified to include the proposed Project land uses, and adjacent networks will be refined in the model network as needed. Kittelson will provide VMT results consistent with the City's adopted VMT metrics and thresholds of significance. If the Project would result in an impact to VMT, Kittelson will develop appropriate mitigation measures including transportation demand management (TDM) and related trip reduction measures.

Kittelson will also qualitatively assess the effects to transit, pedestrian and bicyclist conditions, focused on potential conflicts with the existing and future circulation network. To support expedited processing of future developments in the city, the analysis will identify opportunities for future CEQA documents to tier-off the transportation analysis for this project. It should be noted, however, that site-specific analyses may still be required for individual development projects to address localized issues such as operations impacts at adjacent intersec-

tions, parking, passenger loading, queuing, and driveway conflicts. After addressing one round of non-conflicting project team comments, a final transportation impact analysis report will be submitted.

6.4.11 Deliverables:

- Draft Transportation Impact Study
- Final Transportation Impact Study (assumes one round of review)
- Roadway segment volumes and VMT for other EIR technical studies
- Response to comments after DEIR public review (assumes 8 hours of staff time)

6.5 DRAFT EIR (HA)

6.5.1 FIRST SCREENCHECK DRAFT EIR

Harris will prepare the First Screencheck Draft EIR, and applicable appendices, to address all the required environmental topics and analyses in full compliance with CEQA (PRC Section 21000 et seq.), the CEQA Guidelines (CCR Section 15000 et seq.). The baseline for analysis will be existing on the ground conditions which will be compared to the proposed GPU buildout projections. The Environmental Analysis chapter will address the required environmental topics as determined by the NOP. Each topical section of the EIR will: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this Proposed Project, (b) define the criteria by which impacts will be determined to be significant, (c) determine the environmental changes that would result from the Proposed Project, (d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds), (e) evaluate the mitigating effect of regulatory requirements and proposed GPU and Brea Core Specific Plan policies, (f) define mitigation measures to reduce or avoid any potentially significant adverse impacts after implementation of regulatory requirements and GPU and Brea Core Specific Plan implementation, and (g) conclude whether significant impacts would remain, even after successful implementation of mitigation measures. A conservative scenario approach will be followed for all analyses in the EIR.

We envision the EIR as a programmatic document that will rely on the policies of the GPU and Brea Core Specific Plan to address potential environmental impacts. Because we want the City to be able to use the streamlining provisions of Section 15183 of the guidelines, the EIR will also reference ordinances, policies, and standard conditions of approval used by the City to address impacts. The EIR will be clearly written and avoid the use of technical jargon so that the document is easily understood. The analysis of issues will be thorough yet concise. The analyses will be based on the technical studies listed under Task 4 and additional analyses determined necessary to adequately address the issue and provide a legally defensible document. The supporting technical studies and pertinent data will be included as appendices to the EIR or summarized and incorporated by reference, as provided in the CEQA Guidelines.

Assumptions:

- Harris assumes that level of service and mobility assessment and the vehicle miles traveled (VMT) assessment will be prepared under a separate contract with De Novo in support of updates to the Circulation Element of the General Plan and the Brea Core Specific Plan and provide traffic and VMT data necessary to complete the EIR analysis.
- Harris assumes that no technical studies pertaining to geology and soils and hazards and hazardous materials will be prepared. We will use readily available data from sources such as the California Geological Survey, Department of Toxic Substances Control, and State Water Resources Control Board, and the Brea General Plan EIR.
- A wildfire technical memo will not be prepared for the project. However, Harris will evaluate whether the General Plan Update will exacerbate wildfire risk and coordinate with the traffic consultant on issues related to emergency evacuation.

6.5.1 Deliverables:

- First Screencheck Draft EIR, including technical appendices (digital in both PDF and MS Word)

6.5.2 SECOND SCREENCHECK DRAFT EIR

Harris will address one compiled comments received from the City on the First Screencheck Draft EIR and prepare the Second Screencheck Draft EIR, including the appendices, for the City's review.

6.5.2 Deliverables:

» Second Screencheck Draft EIR, including technical appendices (digital in both PDF and MS Word)

6.5.3. PUBLIC REVIEW DRAFT EIR

Once the City determines that the Draft EIR is ready to be released to the public, Harris will finalize the Draft EIR and appendices and prepare hard copies and electronic copies, include a web-ready electronic version. Harris will be responsible for preparation, distribution, and filing of the Notice of Availability, as well as distribution of the Draft EIR for a 45-day public review period. The Public Review Draft EIR and appendices will be submitted in PDF and Word format. Our budget assumes that Harris will reproduce and distribute the NOP to responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the City. It is assumed that the City will be responsible for all newspaper notices, direct mailings, and posting on the City's website.

6.5.3 Deliverables:

» Public Review Draft EIR, including technical appendices (digital; three hard copies with pdf only for the technical appendices)

6.6 FINAL EIR AND CERTIFICATION DOCUMENTS (HA)

6.6.1 FINAL EIR (RESPONSE TO COMMENT AND TEXT REVISIONS)

Following receipt of all comments on the Draft EIR, written responses will be prepared for each comment. A Response to Comments section will be created for the Final EIR and will contain an introduction describing the public review process for the Draft EIR, copies of all comment letters, and written responses to all comments. Responses will focus on comments that address the adequacy of the Draft EIR. Comments that do not address EIR adequacy will be noted as such, and no further response will be provided unless deemed necessary by the City. Responses will be prepared by Harris; professional staff with input from technical specialists, as needed. The number of comments is difficult to predict and we will budget for responding to 40 comment letters, assuming 2 hours per letter of professional staff time to respond to comments. This will entail reading and numbering all comments, as well as assigning comments to members of the Harris team and other project team for response.

The Final EIR will also contain revisions to the Draft EIR as necessary to respond to comments and/or correct inaccuracies identified after release of the EIR as a public draft. The response to comments and any changes made to the Draft EIR in response to the comments will be submitted to City staff for review in PDF and Word format. Harris will make one round of edits to the draft response to comments. Harris will ensure that the Final EIR is distributed to commenters on the Draft EIR at least 10 days prior to certifying the EIR (CEQA Guidelines Section 15088).

6.6.1 Deliverables:

» Draft and final Final EIR (digital)

6.6.2 CERTIFICATION DOCUMENTS

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared pursuant to Section 21081.6 of the Public Resources Code. It will identify the significant impacts that would result from the project, required mitigation measures, when the measures are implemented, the party responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. Per the RFP the MMRP will be included in the Final EIR.

The Findings of Fact (FOF) and Statement of Overriding Considerations (SOC) will be prepared according to CEQA requirements. The draft FOF will be distributed to the City for review and comment.

The Notice of Determination (NOD) will be prepared. Within 5 working days of the certification of the EIR. Harris will file the NOD with the Office of Planning and Research and the San Bernardino County Clerk. It is anticipated that the City will provide the required filing fees with the County ($50) and California Department of Fish and Wildlife (the fee to file an EIR in 2023 is $3,839.25); therefore, they are not included in our proposal budget.

6.6.2 Deliverables:

- Draft and final Mitigation Monitoring and Reporting Program (digital)
- Draft and final Findings and Statement of Overriding Considerations (digital)
- Filing of the Notice of Determination (CDFW fee is excluded)

6.7 CEQA PROJECT MANAGEMENT (HA)

William Halligan will serve as Principal-in-Charge and Quality Assurance/Quality Control (QA/QC) Manager and Elizabeth Kim will serve as the Project Manager for the EIR. The Project Manager will be the key contact for the project's day-to-day management and will be responsible for managing task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence. The Project Manager will provide monthly invoices with a memo that itemizes task list, task status, current months charges, invoiced to date, and remaining budget. The Principal-in-charge and the Project Manager will participate in biweekly coordination calls with City staff, and if needed, technical support staff (assumed up to 20 30-minute calls). We will prepare agendas and memorandum of meeting minutes. The Principal-in-Charge will also be responsible for overall quality control and review and advise on the adequacy of the document. The project management task is based on duration of the estimated schedule of 12 months (see attached Estimated Processing Schedule). If the schedule of the project is extended for reasons beyond Harris' control, a contract amendment may be required for additional fees for project management and coordination efforts. In the event that out-of-scope tasks are identified, the Project Manager will immediately notify the City and discuss the need for the additional tasks, any related cost increase, and ability of the project contingency fund to cover the additional cost. No out-of-scope work will be initiated without prior approval.

6.7 Deliverables:

- On-going project management for 12 months (1 hour per week for 12 months for Project Manager)
- QA/QC through Harris' QA/QC Manual
- Bi-weekly conference calls with the City (up to 20 30-minute calls)
- Bi-weekly meeting agendas and memorandums of meeting minutes for bi-weekly calls (digital)
- Monthly invoices with itemized task list memo

PHASE 7: TRAFFIC FEE UPDATE

In this task, the team will prepare a traffic fee nexus study to assist the City with updating its Traffic Fee using Level of Service (LOS) methodology.

7.1 TRAFFIC FEE NEXUS STUDY (HA, KAI)

The Brea City Council established Traffic Impact Fees in 1995 for all new development in Brea and annexed portions of its sphere-of-influence. The fees are required to offset, or mitigate, the traffic impacts caused by new development. The current impact fees are based on a nexus study conducted in 2011. Given the need to support a variety of non-motorized travel modes and to address citywide VMT, it is recommended to update the program with a new Transportation Impact Fee (TIF). The following describes the scope of work to update the current Traffic Impact Fees into a new TIF program (to be led by Harris and Kittelson).

Project Kick-off and Project Management

The Team will participate in a kick-off call to discuss the goals for the project, overall project scope and key requirements, communication protocols, and the project schedule. Harris will prepare meeting minutes following the meeting and will prepare a data request for the City. The Team will also discuss the fee approach, and whether or not to continue to maintain the current fee structure, based on vehicle trip generation and intersection Level of Service (LOS), or establish a revised fee structure based on the Vehicle Miles Traveled (VMT) of new developments. Information about the additional work efforts associated with a VMT-based fee are included at the end of this task.

Background Documentation Review and Transportation Assessment

Harris will review the existing fee study and background documentation including ordinances and resolutions, the Traffic Study, the City's General Plan, and relevant Specific Plans.

Kittelson will document the existing and horizon year transportation facilities and needs to complete a citywide multimodal network that accounts for the infrastructure requirements for the estimated new vehicular, transit, bicyclists, pedestrians, and parking demand. The estimated demand will be based on information obtained from the OCTA travel demand model (OCTAM), including number of trips and mode split.

The work will be based on the proposed land uses described in the Land Use and Circulation Element Update and the identified impacts, plus the mitigation measures to meet the needs and desirable outcomes from the General Plan Update and Brea Core Specific Plan.

The City of Brea maintains a 7-year Capital Improvement Projects (CIP), which outlines the priority transportation infrastructure projects for upcoming funding and implementation. Current transportation projects in the proposed Fiscal Year (FY) 2023/2025 to 2029/2030 CIP include traffic signal upgrades, street and sidewalk rehabilitations and improvements, traffic calming, and signal synchronization. Kittelson will review the projects on the upcoming CIP list and will determine if any additional infrastructure improvements would be needed to address VMT-related impacts, based on findings in Tasks 5.3 and 6.4.11.

A technical memorandum will be prepared to summarize the findings of this task and list transportation improvements. One round of review is included in this scope.

Calculate Development Impact Fees

Utilizing the project costs identified in the Transportation Assessment and growth projections, Harris will calculate the recommended fee in compliance with the requirements of AB1600 and AB602, based on LOS. The fee calculation will include all soft costs including fee administration. Harris will prepare a comparison of the development impact fees from surrounding jurisdictions. Up to six jurisdictions will be included and will be based on input from the City as to which cities are to be included.

Harris will present the draft fees and fee comparison to the City. The Team will participate in a call with the City to discuss any comments on the fees.

Development Impact Fee Study

Once all parties agree on the fees, Harris will prepare the Nexus Study for City review. The Nexus Study will be prepared in an organized fashion with an executive summary and will contain all required legal and technical documentation including additional information required under AB602. The studies will include all background information, the methodology used to determine the fees, all supporting information, calculations that demonstrate the legal nexus between the recommended fees and the impact created by new development, the relationship between the fee's use and the type of project on which the fee would be imposed, the purpose of the fee, how the fees would be used, and a description of the relationship between the need for any additional facilities and the type of development project on which the fee would be imposed. In addition, the report will discuss annual fee update procedures, credit and reimbursement policies and will outline the required administrative procedures including online reporting requirements required under Senate Bill (SB) 1483. Harris will also incorporate the legal methodology for calculating fees for accessory dwelling units.

Harris will participate in a call with the City to discuss the report and incorporate suggested edits and changes to produce the final report.

Stakeholder Meetings

Harris will prepare and lead a meeting with the BIA, development community and other stakeholders. Obtaining the development community's support is best achieved when their input is included in the fee analysis. Harris will discuss any recommendations that come out of this meeting with the City and incorporate relevant feedback into the studies.

Harris will prepare and make presentations on the methodology, findings, and implications of the proposed impact fees at up to two City Council and/or planning commission meetings to facilitate the understanding of the impact fee analysis. The presentations will be prepared in a clear and concise manner. Harris will answer any questions and document any concerns or requested changes. Only one meeting is required for adoption, but most agencies prefer two meetings.

Harris will review the City's draft staff report, resolution, and ordinance for City Council adoption. An automatic inflation factor will be included in the resolution. It is assumed that the City will prepare the staff report and resolution, notice all meetings and provide a legal review of the documents. Revisions to the reports will be completed based on input received from the City Council and the final reports provided to the City.

Deliverables:

- Task Kickoff meeting and meetings
- Technical transportation improvements memorandum with one round of review
- Nexus Study for Transportation Impact Fee with one round of review
- Materials to support stakeholder meetings and City County adoption

Assumptions:

- City will provide requested background information.
- City will notice public meetings and prepare required documents including staff report, resolution, and ordinance.
- City will provide Legal Counsel review of documents.
- City will provide cost estimates for any additional projects that are needed to be part of the TIF to address new LOS and/or VMT impacts.

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3B. PROJECT SCHEDULE

Task	2024 Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	2025 Jan	Feb	Mar	Apr	May	June	July	August	September	October	November	December	2026 Jan	Feb	Mar	Apr	May	June
Phase 1: Project Management and Coordination																													
1.1: Meetings with City Staff																													
1.2: Project Administration																													
Phase 2: Project Initiation																													
2.1: Kick-off Meeting and Tour																													
2.2: Base Mapping																													
2.3: Market Analysis																													
2.4: Mobility Conditions																													
2.5: Opportunities and Challenges																													
Phase 3: Public Engagement																													
3.1: Community Outreach Program																													
3.2: Direct Mailer																													
3.3: Educational Materials and Announcements																													
3.4: Digital Engagement																													
3.5: Pop-Ups/Open Houses																													
3.6: Stakeholder Interviews																													
3.7: General Plan Advisory Committee																													
3.8: Technical Advisory Committee																													
3.9: Vision Plan Document																													
3.10 Study Sessions and Hearings																													
Phase 4: Focused General Plan Update																													
4.1: Preparation of Proposed Land Use Plan																													
4.2: Fiscal Analysis																													
4.3: Administrative Draft General Plan																													
4.4: Public Review General Plan																													
4.5: Final General Plan																													
Phase 5: Brea Core SP																													
5.1: Base Map																													
5.2: Infrastructure Analysis																													
5.3: Mobility Analysis																													
5.4: Program of Implementation Measures- Funding Options Matrix																													
5.5: Preliminary Core Recommendations Powerpoint																													
5.6: Administrative Draft SP																													
5.7: Screencheck Draft SP																													
5.8: Public Review Draft SP																													
5.9: Final SP																													
Phase 6: CEQA Document																													
6.1: Project Initiation and Data Collection																													
6.2: Prepare Notice of Preparation																													
6.3: Scoping Meeting																													
6.4: Technical Studies																													
6.4.1: Air Quality																													
6.4.2: Energy																													
6.4.3: Greenhouse Gas Emissions																													
6.4.4: Noise and Vibration																													
6.4.5: Biological Resources Technical Memorandum																													
6.4.6: Cultural and Tribal Cultural Resources																													
6.4.7: Drainage System Technical Memorandum																													
6.4.8: Wastewater System Technical Memorandum																													
6.4.9: Water Service System Technical Study																													
6.4.10: Water Supply Assessment																													
6.4.11: Traffic Impact Analysis																													
6.5: Draft EIR																													
6.5.1: First Screencheck Draft EIR																													
6.5.2: Second Screencheck Draft EIR																													
6.5.3: Public Review Draft EIR																													
6.6: Final EIR and Certification Documents																													
6.6.1: Final EIR (Response to Comment and Text Revisions)																													
6.6.2: Certification Documents																													
6.7: CEQA Project Management																													
Phase 7: Traffic Fee Update																													
7.1. Traffic Fee Nexus Study																													

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COST

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4A. TIME AND EXPENSE BASIS

TASK/ACTIVITY	Principal/ Project Manager		Principal Planner		Senior Planner		Associate Planner		Assistant Planner/ GIS		De Novo Subtotals TOTALS		Enviro/Economics/ Tech Studies	Planning/ Urban Design	Mobility	Direct Costs	ACTIVITY TOTALS
	Hours	$185	Hours	$160	Hours	$125	Hours	$115	Hours	$100	Hours	Fee	Harris	RRM Design	Kittelson	Printing/ Mailing	Fee
Phase 1: Project Management and Coordination																	
1.1: Meetings with City Staff	46	$8,510	40	$6,400	0	$0	0	$0	0	$0	86	$14,910					$14,910
1.2: Project Administration	80	$14,800	48	$7,680	0	$0	0	$0	0	$0	128	$22,480					$22,480
PHASE 1 SUBTOTAL	**126**	**$23,310**	**88**	**$14,080**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**214**	**$37,390**	**$0**	**$0**	**$0**	**$0**	**$37,390**
Phase 2: Project Initiation																	
2.1: Kick-off Meeting and Tour	6	$1,110	6	$960	0	$0	6	$690	4	$400	22	$3,160					$3,160
2.2: Base Mapping	4	$740	4	$640	0	$0	0	$0	24	$2,400	32	$3,780					$3,780
2.3: Market Analysis	4	$740	0	$0	0	$0	0	$0	0	$0	4	$740	$21,070				$21,810
2.4: Mobility Conditions	4	$740	0	$0	0	$0	0	$0	0	$0	4	$740			$19,020		$19,760
2.5: Opportunities and Challenges Report	6	$1,110	16	$2,560	12	$1,500	50	$5,750		$0	84	$10,920				$1,500	$12,420
PHASE 2 SUBTOTAL	**24**	**$4,440**	**26**	**$4,160**	**12**	**$1,500**	**56**	**$6,440**	**28**	**$2,800**	**146**	**$19,340**	**$21,070**	**$0**	**$19,020**	**$1,500**	**$60,930**
Phase 3: Public Engagement																	
3.1: Community Outreach Program	8	$1,480	4	$640	0	$0	24	$2,760	12	$1,200	48	$6,080					$6,080
3.2: Direct Mailer	2	$370	0	$0	0	$0	8	$920	2	$200	12	$1,490				$9,000	$10,490
3.3: Educational Materials and Announcements	0	$0	0	$0	24	$3,000	0	$0	40	$4,000	64	$7,000					$7,000
3.4: Digital Engagement	4	$740	12	$1,920	60	$7,500	24	$2,760	80	$8,000	180	$20,920				$500	$21,420
3.5: Open Houses (4)/Pop-up Events (4)	50	$9,250	42	$6,720	60	$7,500	80	$9,200	60	$6,000	292	$38,670		$10,000		$2,000	$50,670
3.6: Stakeholder Interviews (6)	4	$740	0	$0	0	$0	0	$0	0	$0	4	$740		$8,000			$8,740
3.7: General Plan Advisory Committee (8)	24	$4,440	24	$3,840	24	$3,000	48	$5,520	18	$1,800	138	$18,600		$9,000			$27,600
3.8: Technical Advisory Committee (4)	16	$2,960	16	$2,560	16	$2,000	40	$4,600	24	$2,400	112	$14,520		$12,000			$26,520
3.9: Vision Plan Document	0	$0	12	$1,920	0	$0	8	$920	24	$2,400	44	$5,240				$500	$5,740
3.10: Study Sessions and Hearings (4)	24	$4,440	24	$3,840	24	$3,000	0	$0	0	$0	72	$11,280		$20,250	$22,774		$54,304
PHASE 3 SUBTOTAL	**132**	**$24,420**	**134**	**$21,440**	**208**	**$26,000**	**232**	**$26,680**	**260**	**$26,000**	**966**	**$124,540**	**$0**	**$59,250**	**$22,774**	**$12,000**	**$218,564**
Phase 4: Focused General Plan Update																	
4.1: Preparation of Proposed Land Use Plan	16	$2,960	24	$3,840	24	$3,000	80	$9,200	32	$3,200	176	$22,200					$22,200
4.2: Fiscal Analysis	4	$740	0	$0	0	$0	0	$0	0	$0	4	$740	$23,800				$24,540
4.3: Administrative Draft General Plan	24	$4,440	60	$9,600	40	$5,000	200	$23,000	120	$12,000	444	$54,040	$3,520		$20,280		$77,840
4.4: Public Review Draft General Plan	16	$2,960	24	$3,840	24	$3,000	80	$9,200	40	$4,000	184	$23,000					$23,000
4.5: Final General Plan	24	$4,440	16	$2,560	16	$2,000	8	$920	24	$2,400	88	$12,320				$1,000	$13,320
PHASE 4 SUBTOTAL	**84**	**$15,540**	**124**	**$19,840**	**104**	**$13,000**	**368**	**$42,320**	**216**	**$21,600**	**896**	**$112,300**	**$27,320**	**$0**	**$20,280**	**$1,000**	**$160,900**
Phase 5: Brea Core Specific Plan																	
5.1: Base Map	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0		$15,000			$15,000
5.2: Infrastructure Analysis	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$7,160				$7,160
5.3: Mobility Analysis	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0			$27,320		$27,320
5.4: Program of Implementation Measures - Funding Options	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$6,910				$6,910
5.5: Preliminary Core Recommendations PowerPoint	16	$2,960	0	$0	0	$0	0	$0	0	$0	16	$2,960		$15,000			$17,960
5.6: Administrative Draft Specific Plan	40	$7,400	20	$3,200	0	$0	0	$0	0	$0	60	$10,600		$161,270			$171,870
5.7: Screencheck Draft Specific Plan	8	$1,480	0	$0	0	$0	0	$0	0	$0	8	$1,480		$60,000			$61,480
5.8: Public Review Draft Specific Plan	6	$1,110	0	$0	0	$0	0	$0	0	$0	6	$1,110		$20,000			$21,110
5.9: Final Specific Plan	2	$370	0	$0	0	$0	0	$0	0	$0	2	$370		$14,520			$14,890
PHASE 5 SUBTOTAL	**72**	**$13,320**	**20**	**$3,200**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**92**	**$16,520**	**$14,070**	**$285,790**	**$27,320**	**$0**	**$343,700**
Phase 6: CEQA Document																	
6.1: CEQA Project Initiation	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$5,880				$5,880
6.2: Prepare Notice of Preparation	12	$2,220	0	$0	0	$0	0	$0	0	$0	12	$2,220	$5,400				$7,620
6.3: Scoping Meeting	4	$740	0	$0	0	$0	0	$0	0	$0	4	$740	$4,010				$4,750
6.4: Technical Studies	0	$0	16	$2,560	0	$0	0	$0	0	$0	16	$2,560	$129,375		$25,620		$157,555
6.5: Draft EIR	0	$0	40	$6,400	0	$0	0	$0	0	$0	40	$6,400	$100,032				$106,432
6.6: Final EIR and Certification Documents	0	$0	10	$1,600	0	$0	0	$0	0	$0	10	$1,600	$36,000				$37,600
6.7: CEQA Project Management	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$58,640				$58,640
PHASE 6 SUBTOTAL	**16**	**$2,960**	**66**	**$10,560**	**0**	**$0**	**0**	**$0**	**0**	**$0**	**82**	**$13,520**	**$339,337**	**$0**	**$25,620**	**$0**	**$378,477**
Subtotals	**454**	**$ 83,990**	**458**	**$ 73,280**	**324**	**$ 40,500**	**656**	**$ 75,440**	**504**	**$ 50,400**	**2,396**	**$ 323,610**	**$ 401,797**	**$ 345,040**	**$ 115,014**	**$ 14,500**	**$ 1,199,961**
FEE (NOT TO EXCEED, NO CONTINGENCY)																	$1,199,961
10% CONTINGENCY																	$119,996
TOTAL FEE (NOT TO EXCEED, WITH CONTINGENCY)																	**$1,319,957**

De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change. There is no mark-up on subconsultant costs or direct costs.

Additional Transportation Tasks

TASK/ACTIVITY	Principal/ Project Manager		Principal Planner		Senior Planner		Associate Planner		Assistant Planner/ GIS		De Novo Subtotals TOTALS		Enviro/Economics/ Tech Studies	Planning/ Urban Design	Mobility	Direct Costs	ACTIVITY TOTALS
	Hours	$185	Hours	$160	Hours	$125	Hours	$115	Hours	$100	Hours	Fee	Harris	RRM Design	Kittelson	Printing/ Mailing	Fee (No Contingency)
TASK/ACTIVITY																	
Expanded LOS Analysis	0	$0	8	$1,280	0	$0	0	$0	0	$0	8	$1,280			$10,500		$11,780
Traffic Fee Nexus Study (LOS-Based)	0	$0	8	$1,280	12	$1,500	0	$0	0	$0	20	$2,780	$42,455		$32,840		$78,075
Additional Transportation Task Subtotal	**0**	**$0**	**16**	**$2,560**	**12**	**$1,500**	**0**	**$0**	**0**	**$0**	**28**	**$4,060**	**$42,455**	**$0**	**$43,340**	**$0**	**$89,855**

The expanded LOS Analysis task reflects a "not to exceed" amount per intersection ($300) and per segment ($600) and management of the work effort.

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DE NOVO PLANNING GROUP

2023 RATE SHEET

Principal	$185
Principal Planner	$160
Senior Planner	$125
Associate Planner	$115
Assistant Planner	$95
GIS Analyst	$105

Harris & Associates - Range of Hourly Rates

Effective January 1 – December 31, 2023

Environmental Planning + Compliance

Senior Directors/Entitlement Strategies	$250-$350
Project Directors	$220-$300
Project Managers	$160-$225
Technical Specialists	$90-$185
Project Analysts	$75-$160
Administrative Support	$60-$135

Notes:

Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1st of every year.

All subconsultant charges and direct costs are subject to a markup.

When applicable, MILEAGE charges will be at the current IRS rate, and REPRODUCTION costs will be as follows: Black & White printing will be $0.08/page (8.5x11) and $0.16/page (11x17). Color printing will be $0.16/page (8.5x11) and $0.32/page (11x17).

BILL RATE RANGES

Subject to change effective March 1st each year

ARCHITECTURE				
Architect	$	95	- $	155
Associate Manager of Architecture	$	150	- $	245
Design Director	$	210	- $	260
Designer I	$	75	- $	110
Designer II	$	85	- $	125
Designer III	$	105	- $	145
Intern	$	60	- $	85
Job Captain	$	95	- $	155
Manager of Architecture	$	180	- $	280
Principal	$	215	- $	395
Project Architect	$	135	- $	210
Project Designer	$	115	- $	200
Project Manager	$	120	- $	190
Senior Architect	$	165	- $	210
Senior Designer	$	140	- $	180
Senior Project Manager	$	155	- $	255

ENGINEERING & SURVEYING				
Associate Engineer	$	115	- $	175
Construction Inspector	$	135	- $	175
Designer I	$	55	- $	105
Designer II	$	75	- $	125
Designer III (Structural only)	$	95	- $	135
Engineer I	$	95	- $	140
Engineer II	$	115	- $	165
Land Surveyor	$	115	- $	170
Manager of Engineering Services	$	170	- $	280
Manager of Surveying	$	155	- $	235
Party Chief	$	90	- $	165
Principal	$	235	- $	395
Project Engineer	$	125	- $	185
Project Manager	$	150	- $	245
Senior Associate Engineer	$	130	- $	210
Senior Designer	$	110	- $	185
Senior Land Surveyor	$	135	- $	210
Senior Party Chief	$	145	- $	230
Senior Project Engineer	$	140	- $	230
Supervisor of Surveying	$	145	- $	230
Survey Technician I	$	60	- $	100
Survey Technician II	$	85	- $	115
Survey Technician III	$	100	- $	135
Surveying Crew Rates				
REGULAR				
One person w/ GPS or Robotic Workstation	$	125	- $	175
Two person	$	175	- $	325
Three person	$	235	- $	415
PREVAILING WAGE				
One person w/ GPS or Robotic Workstation	$	150	- $	250
Two person	$	225	- $	370
Three person	$	325	- $	515

INTERIOR DESIGN				
Designer I	$	60	- $	95
Designer II	$	70	- $	120
Interior Designer I	$	75	- $	125
Interior Designer II	$	90	- $	150
Intern	$	45	- $	85
Job Captain	$	105	- $	165
Senior Interior Designer	$	110	- $	195

LANDSCAPE ARCHITECTURE				
Assistant Designer	$	75	- $	105
Associate Designer	$	90	- $	125
Designer	$	95	- $	140
Design Director	$	140	- $	235
Intern	$	55	- $	85
Landscape Architect	$	115	- $	160
Manager of Landscape Architecture	$	165	- $	245
Principal	$	190	- $	395
Principal Landscape Architect	$	135	- $	205
Senior Landscape Architect	$	125	- $	185

PLANNING				
Assistant Planner	$	100	- $	130
Associate Planner	$	110	- $	175
Intern	$	55	- $	95
GIS Specialist	$	80	- $	165
Senior GIS Specialist	$	105	- $	200
Manager of Planning	$	190	- $	265
Principal	$	240	- $	475
Principal Planner	$	175	- $	245
Senior Planner	$	145	- $	210
Senior Urban Designer	$	155	- $	195
Urban Designer	$	105	- $	185

CORPORATE SERVICES				
Administrative Assistant	$	75	- $	95
Administrative Coordinator	$	100	- $	130
Assistant Office Manager	$	90	- $	135
Chief Executive Officer	$	300	- $	495
File Clerk/Administrative Support	$	50	- $	85
Marketing Assistant	$	50	- $	85
Marketing Coordinator	$	75	- $	115
Marketing Manager	$	130	- $	235
Marketing Specialist	$	95	- $	155
Office Coordinator	$	75	- $	130
Proposal Coordinator	$	90	- $	140
Receptionist	$	55	- $	80
Senior Marketing Specialist	$	135	- $	170

KITTELSON & ASSOCIATES

CITY OF BREA
BILLING RATE SCHEDULE

Effective July 1, 2023

The current billing rates for Kittelson & Associates, Inc., staff are as follows and are subject to change:

Staff	Billing Rate
Principal / Senior Principal	$270 - $360
Associate Engineer/Planner	$230 - $260
Senior Engineer/Planner	$200 - $220
Engineer/Planner	$180 - $200
Transportation Analyst	$160 - $175
Principal Data Scientist/Developer	$255 - $340
Senior Data Scientist/Developer	$215 - $255
Data Scientist/Developer	$180 - $210
Data Analyst/Software Developer	$140 - $175
Software Technician	$110 - $135
Associate Technician	$185 - $205
Senior Technician	$165 - $185
Technician II	$145 - $160
Technician I	$125 - $140
Office Support	$100 - $120

Service & Other Direct Costs	Billing Rate
Mileage	Current IRS mileage rate
Travel & Other Direct Costs	Actual Costs
Subconsultants	Actual Costs

4B. ALTERNATIVE BASIS

Section 4A presents our best, most efficient cost schedule. We do not present any alternative basis to the Time and Expense Basis that would be advantageous to the City.

5

FORMS



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REQUEST FOR PROPOSALS # **2023.09.06.01**
for Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review

STANDARD FORM A
REFERENCES FORM

De Novo Planning Group
(Offeror's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may result in Offeror being deemed non-responsive and/or non-responsible, and may eliminate Offeror from further consideration (Brea Municipal Codes 3.24.020).**

1. Company Name	City of Lake Forest
Address, City, State, Zip	100 Civic Center Dr., Lake Forest, CA 92630
Contact's Name & Title	Gayle Ackerman, Director of Development Services
Contact's Phone #	949-461-3463
Contact's Email	GAckerman@lakeforestca.gov
Project	General Plan Update, MU Zoning, and EIR
Completion Date & Value	June 2020; $1,000,000
2. Company Name	City of Rancho Santa Margarita
Address, City, State, Zip	22112 El Paseo, Rancho Santa Margarita, CA 92688
Contact's Name & Title	Cheryl Kuta, Director of Development Services
Contact's Phone #	949-635-1800 x6707
Contact's Email	ckuta@cityofrsm.org
Project	General Plan Update and EIR
Completion Date & Value	$100,000 (De Novo work product only)
3. Company Name	City of San Jacinto
Address, City, State, Zip	595 S. San Jacinto Ave, San Jacinto, CA 92583
Contact's Name & Title	Travis Randal, Assistant City Manager
Contact's Phone #	951-654-7337 x 400
Contact's Email	trandel@sanjacintoca.gov
Project	General Plan Update, Zoning Code Update, EIR
Completion Date & Value	November 2022; $1,200,000
4. Company Name	City of Brentwood

REQUEST FOR PROPOSALS # **2023.09.06.01**
for Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review

Address, City, State, Zip	150 City Park Way Brentwood, CA 94513
Contact's Name & Title	Erik Nolthenius, Planning Manager, City of Brentwood
Contact's Phone #	925.516.5137
Contact's Email	enolthenius@brentwoodca.gov
Project	General Plan Updated and the Priority Area 1 (PA-1) Specific Plan
Completion Date & Value	2018, GP Update $560K, SP PA-1 $490K

STANDARD FORM B
SUBCONTRACTORS LIST-STANDARD FORM

De Novo Planning Group

(Offeror's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.

☐ Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name	Harris & Associates
Address, City, State, Zip	101 Progress, Suite 250, Irvine, CA 92618
Contact's Name & Title	William (Bill) Halligan/Senior Director, Environmental Planning + Compliance
Contact's Phone #	714.234.1455
Contact's Email	William.Halligan@WeAreHarris.com
Proposed work & amounts	Environmental services, economics, technical studies $401,797.00
License #s & Class	William Halligan, State Bar of California, License #213680
DIR # & Exp Date	1000011113, Exp 6/30/2024
2. Company	RRM Design Group
Address, City, State, Zip	32332 Camino Capistrano, Ste. 205, San Juan Capistrano, CA 92675
Contact's Name & Title	Jami Williams, CNU-A, Managing Partner
Contact's Phone #	(949) 361-7950
Contact's Email	JAWilliams@rrmdesign.com
Proposed work & amounts	Land use planning, urban design $350,040.00
License #s & Class	
DIR # & Exp Date	
3. Company	Kittelson & Associates, Inc.
Address, City, State, Zip	750 The City Drive S, Suite 410, Orange, California 92868
Contact's Name & Title	Fernando Sotelo, TE | Principal Engineer
Contact's Phone #	(714) 468-1186

REQUEST FOR PROPOSALS # **2023.09.06.01**
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Contact's Email	fsotelo@kittelson.com
Proposed work & amounts	Transportation planning and technical report $115,014.00
License #s & Class	Corporate registration: C1651568
DIR # & Exp Date	1000025447, Exp: 06/30/2024

REQUEST FOR PROPOSALS # **2023.09.06.01**
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STANDARD FORM C
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

De Novo Planning Group

(Offeror's Company Name)

Select one:

X	**No Exceptions**

By checking the above box, Offeror declares their Offer was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

	With Exceptions

By checking the above box, Offeror declares their Offer was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Offeror must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D

Offeror acknowledges that City may accept or reject any or all of Offeror's listed exceptions or reject the Offeror's entire Offer that contain any exceptions.

Signature: _____

Name/Title Amanda Tropiano, Principal

Date: October 31, 2023

REQUEST FOR PROPOSALS # **2023.09.06.01**
for Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review

STANDARD FORM D
STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

De Novo Planning Group

(Offeror's Company Name)

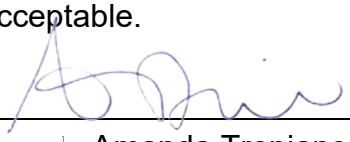
X	**No Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Offeror declares that the Offeror has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

	One or More Contract Terminations, Settlements, or Legal Actions

By checking the above box, Offeror declares that the Offeror has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Offeror must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

The Offeror acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Offers wherein Offeror has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: 

Name/Title: Amanda Tropiano, Principal

Date: October 31, 2023

REQUEST FOR PROPOSALS # **2023.09.06.01**
for Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review

STANDARD FORM E
INSURANCE COMMITMENT FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

De Novo Planning Group

(Offeror's Company Name)

Offeror acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of the Contractor's insurance documents does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under any resultant Contract.

Contractor's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Contractor's default.

Offeror, at Offeror's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the term of any Contract, insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Offeror certifies, represents, and commits to all the Insurance Requirements of the Agreement.

REQUEST FOR PROPOSALS # **2023.09.06.01**
for Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review

Signature: _____

Name/Title | Amanda Tropiano, Principal

Date: | October 31, 2023

STANDARD FORM F
OFFEROR QUALIFICATIONS RESPONSE FORM

_____
(Offeror's Company Name)

Offerors must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

A. Your company's full legal name, address, phone, fax, email, website.

| De Novo Planning Group

B. Prior company names (if any) and years in business; mergers, buyouts, etc.

| None , 15 years in business

C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

| California S Corp

D. Names and titles of the principal owner(s).

| Ben Ritchie, Beth Thompson, Steve McMurtry, Amanda Tropiano (Principals)

E. Person(s) authorized to make commitments for your company.

| See Item D Above (Principals)

F. Special recognition or awards.

| Various industry awards including: Brentwood GP and SP-1: APA Award for Economic Development; Envision San Jacinto APA Award for Public Outreach and SCAG Sustainability Award; Lake Forest GPU APA Award for Comprehensive Planning

2. Experience.

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

See Section 2B, Page 2-7

B. Familiarity with state and federal procedures.

See Section 2C, Page 2-20

C. Experience working with public agencies.

See Section 2B, Page 2-8

D. Narrative of the working relationship with current business references for information not already included in the References Form.

See Section 2B, Pages 2-7 through 2-18

3. Qualifications.

Provide the following information relative to required services:

A. Financial responsibility.

See Section 2C, Page 2-19

B. Demonstrated Technical Ability.

See Section 2C, Page 2-19

C. Capability of developing innovative or advanced techniques.

See Section 2C, Page 2-19

D. Special qualifications, training, credentials.

See Section 2C, Page 2-22

E. Staff names, titles, role, qualifications, and experience assigned to this project.

See Section 2C, Page 2-22

F. Designated project manager assigned to this project.

See Section 2C, Page 2-22

REQUEST FOR PROPOSALS # **2023.09.06.01**
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4. Understanding.

Provide the following information relative to required services:

A. Understanding of the work to be done based on this Solicitation.

See Section 2D, Page 2-26

B. Include issues that you believe will require special consideration for this project.

See Section 2D, Page 2-26

C. Identify unique approaches or strengths your company has relative to required services.

See Section 1C, Page 1-7

5. Approach.

Provide the following information relative to required services:

A. Understanding of the work to be done.

See Section 2D, Page 2-26

B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

See Section 2C, Page 2-22

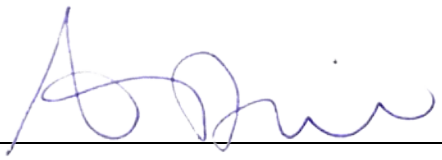
C. Names and titles of key management personnel.

See Section 2C, Page 2-22

D. Team to be assigned for these services.

See Section 2C, Page 2-22

Submitted by:

Signature: 

Name/Title Amanda Tropiano, Principal

Date: October 31, 2023

REQUEST FOR PROPOSALS # **2023.09.06.01**
for Focused General Plan Update, Brea Core Specific Plan, and Associated Environmental Review

STANDARD FORM G
FIRM OFFER FORM

De Novo Planning Group
(Offeror's Company Name)

FIRM OFFER made by Contractor to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Offer by executing the attached Agreement.

Business Name:	De Novo Planning Group
Business Address:	1020 Suncast Lane Suite 108, El Dorado Hills, CA 95762
Federal ID#:	26-2962235
Business Type (Contractor enter a number)	1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation; **3. S Corporation;** 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: _____

Name: Ben Ritchie
Title: Principal, President
Email: britchie@denovoplanning.com

Date Signed: October 31, 2023

CORPs: Chairperson, President, Vice President;
LLCs: Manager

By: _____

Name: Steve McMurtry
Title: Principal, CFO
Email: smcmurtry@denovoplanning.com

Date Signed: October 31, 2023

CORPs: Secretary, Assist. Secretary, Chief Finance Officer, Assist. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

REQUEST FOR PROPOSALS # **2023.09.06.01**
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STANDARD FORM H
PRICE FORM

De Novo Planning Group

(Offeror's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements. Attach additional pages if necessary.

Tasks	Description	Amounts
1		$
2		$
3		$
4		$
5		$
6		$
7		$
8		$
9		$
10		$
	Project Total Costs (add above lines)	$

See Section 4, Page 4-3

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A

APPENDIX A: RESUMES



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Amanda Tropiano

PRINCIPAL



Amanda Tropiano is a principal with De Novo Planning Group and is responsible for leading the firm's Southern California practice. With over 15 years of professional planning experience in the region, Amanda has successfully managed a wide variety of land use and environmental planning projects for public and private sector clients, including numerous General Plans, specific plans, corridor plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and CEQA projects. Amanda is also an IAP2 trained public outreach practitioner and has completed project management training with PSMJ. Amanda consistently brings to the table her passion, creativity, and strategic thinking to make sure every project exceeds her client's expectations. Amanda also supports the land use due diligence efforts of clients throughout southern California and assists with navigating public agency planning procedures, reviewing existing regulatory direction, facilitating the entitlement process, and serving as a liaison between public agencies and private developers.

EDUCATION

MA, Urban and Regional Planning,
University of California, Irvine

BA, Urban Studies and Planning,
University of California, San Diego

BA, Political Science: Comparative Politics,
University of California, San Diego

Study Abroad Program,
University of Sussex

ORGANIZATIONS

Urban Land Institute

International Association for Public Participation (IAP2)

American Planning Association

Congress for New Urbanism

RELEVANT PROJECT EXPERIENCE

General Plan Update, Housing Element, and EIR,
City of Lake Forest

General Plan Update and EIR,
City of La Verne

General Plan Update, Housing Element, EIR, and CAP,
City of San Jacinto

General Plan Update, Housing Element, Zoning Update, and EIR,
City of San Marcos

Focus General Plan Update and EIR,
City of Glendale

General Plan Update, Hawthorne Blvd Specific Plan Update, and EIR,
City of Lawndale

General Plan Update and EIR,
City of Campbell

General Plan Update and EIR,
City of Milpitas

Housing Element Update
City of Temecula

General Plan Update and EIR,
City of Westminster*

General Plan Update and EIR,
City of Menifee*

General Plan Update, Housing Element and EIR,
City of Yucaipa*

Housing Element Update,
City of Santa Ana*

Irvine Neighborhood Plan,
City of Irvine

Springs Specific Plan and EIR,
Sonoma County

SAVI Ranch Land Use and Mobility Vision Plan,
City of Yorba Linda*

Vision Plan,
City of Carson*

Crafton Hills College Village Overlay Zone,
City of Yucaipa*

Downtown Bellflower Transit-Oriented Development Specific Plan
City of Bellflower*

Envision Alhambra 2035 Public Outreach Campaign and Phase I General Plan Update,
City of Alhambra*

Torrance Strategic Plan Update: Community Profile and Environmental Scan,
City of Torrance*

Downtown Transit Study,
City of Fontana*

* Project was completed by Ms. Tropiano while he was employed at another planning firm

Perry A. Banner

PRINCIPAL PLANNER



Perry Banner brings a combined 18 years of experience in local government and private practice planning to the firm with work in both the United States and Canada. Perry possesses a diverse range of skills, including project management, land use analysis and policy development. His capabilities also include economic development and real estate development.

Perry has successfully managed a wide variety of urban planning projects, including General Plans, community plans, specific plans, transit-oriented development plans, zoning documents and public outreach programs. His passion lies in helping communities, neighborhoods and their residents visualize the future and giving them the tools to make well-informed decisions. He believes in questioning conventional wisdom and always looking at problems from multiple angles and viewpoints to find effective and innovative solutions to develop plans that create results. Perry also supports private sector clients in navigating public agency approval processes.

EDUCATION

BA, Economics,
University of Western Ontario, London, Canada

Diploma, Urban and Regional Planning Technology,
Fanshawe College, London, Canada

Ross Minority Program in Real Estate,
University of Southern California, Los Angeles

ORGANIZATIONS

American Planning Association

Congress for New Urbanism

RELEVANT PROJECT EXPERIENCE

General Plan Update and EIR,
City of San Marcos

General Plan Update and EIR,
City of Lawndale

General Plan Update and EIR,
City of San Jacinto

General Plan Update and EIR,
City of Rolling Hills Estates*

General Plan Update and EIR,
City of Laguna Woods*

Community Plans Continuum Project,
County of San Bernardino*

Housing Element Update (6th Cycle),
City of Stanton

Housing Element Update (6th Cycle),
City of Hawthorne

Housing Element Update (6th Cycle),
City of Rancho Santa Margarita

Housing Element Update (6th Cycle),
City of Lake Forest

Housing Element Update (6th Cycle),
City of Westminster

Housing Element Update (4th Cycle),
City of Lawndale*

Local Hazard Mitigation Plan and Safety Element Update,
City of Lawndale*

Southern California Logistics Airport (SCLA) Specific Plan and EIR,
Stirling Development/City of Victorville*

Meredith International Centre Specific Plan Amendment,
Craig Development Corp/City of Ontario*

Pueblo Viejo Implementation Strategy Plan and Design Guidelines,
City of Coachella*

One Metro West Specific Plan and EIR (Peer Review),
City of Costa Mesa*

Small Lot Subdivision Ordinance,
City of Orange

TOD Overlay – Marine Avenue Green Line Station,
Cities of Lawndale, Hawthorne and Redondo Beach*

Commercial Cannabis Program,
City of Pasadena*

Short-term Rental Program,
City of Pasadena*

Pilot Travel Center (Palmdale),
Pilot Company

141st and Normandie Townhomes Project IS/MND,
The Olson Company

* Project was completed by Mr. Banner while he was employed at another agency or planning firm



Ben Ritchie

PRINCIPAL

Mr. Ritchie is a founding principal at De Novo Planning Group with over 20 years of experience. Mr. Ritchie's expertise includes managing long range planning documents, completing complex and controversial CEQA documents, and facilitating community outreach and public communications efforts for the firm. His experience includes a variety of land use, transportation, and sustainability projects throughout California. Mr. Ritchie has extensive knowledge of the nuanced interplay between CEQA and long range planning, and he has assisted numerous communities with the establishment of planning strategies to achieve effective and legally defensible approaches to economic development, sustainability and streamlined development. Ben graduated from Cal Poly San Luis Obispo with a bachelor's degree in Political Science and a Master of City and Regional Planning.

EDUCATION

MA, City and Regional Planning,
Cal Poly San Luis Obispo

BA, Political Science and History,
Cal Poly San Luis Obispo

ORGANIZATIONS

American Planning Association

Association of Environmental Professionals

RELEVANT PROJECT EXPERIENCE

General Plan Update and EIR,
City of Lake Forest

General Plan Update and EIR,
City of La Verne

General Plan Update, Zoning Code Update, Climate Action Plan, and EIR,
City of San Jacinto

General Plan Update, Housing Element, and EIR,
City of Brentwood

PA-1 Specific Plan and EIR,
City of Brentwood

General Plan and Zoning Code Update, Housing Element, and EIR,
City of Sebastopol

General Plan Update, Housing Element and EIR,
City of Cotati

General Plan Update, Housing Element, Zoning Code Update and EIR,
Colusa County

General Plan Update EIR and Climate Action Plan,
City of Foster City

Sustainability Element and Climate Action Plan EIR,
City of Elk Grove

General Plan Update and EIR,
City of Campbell

General Plan Update and EIR,
City of Milpitas

General Plan Update and EIR,
City of Lakeport

General Plan Update and EIR,
City of Manteca

General Plan Update and EIR,
City of Lathrop

General Plan Update and EIR,
City of Jackson

General Plan Update and EIR,
City of Willows

General Plan Update and EIR,
Glenn County

General Plan Update and EIR,
City of Red Bluff

Megan Thorne, AICP, LEED AP BD+C

SENIOR PLANNER + DESIGNER



Megan Thorne is a senior planner and project manager with De Novo Planning Group. With over 15 years of professional planning experience, Megan has worked on a wide variety of planning projects for public and private sector clients, including numerous specific plans, general plans, corridor plans, site plans, design guidelines, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and 3D visualizations. Megan possesses the ability to think creatively and envision change while keeping projects grounded with achievable benchmarks and implementable policy goals. She excels at communicating complex information and policy ideas in a compelling and simple manner. As a designer, Megan has differentiated herself with her hand-drawing abilities as well as her technical skills. Her technical expertise includes 3D modeling, graphic design, and web design. She continues to pioneer ways new technology can improve old processes from community outreach approaches to the web-publication of planning documents.

EDUCATION

MCP, City Planning, Urban Design Concentration
University of Pennsylvania, Philadelphia

BS, Urban, Rural, and Environmental Planning,
Brigham Young University, Provo

Research,
Cambridge University (UK), Pembroke College

ORGANIZATIONS

Urban Land Institute

AICP Certified, American Planning Association
AICP Certification # 35377

U.S. Green Building Council
LEED AP BD+C,
Credential Id # 10433552-AP-BD+C

RELEVANT PROJECT EXPERIENCE

Burbank Media District Specific Plan
City of Burbank*

Rialto Specific Plan Update
City of Rialto*

River Walk Specific Plan
Stanislaus County

Downtown Bellflower Transit-Oriented Development Specific Plan
City of Bellflower*

West Carson Transit-Oriented Development Specific Plan
City of West Carson*

Morena Corridor Specific Plan
City of San Diego*

Long Beach Southeast Area (SEASP) Specific Plan
City of Long Beach*

Stanton Plaza Specific Plan Amendment and EIR Addendum
City of Stanton*

Airport Gateway Specific Plan
Inland Valley Development Agency*

Harmony Specific Plan
Lewis Companies, City of Highland*

De Anza Revitalization Plan
City of San Diego*

Fontana Downtown Design Guidelines
City of Fontana

Irvine Neighborhood Plan
City of Irvine

General Plan Update and EIR
City of San Jacinto

General Plan Update and EIR
City of La Verne

General Plan Update and EIR
City of Lake Forest

General Plan Update and EIR
City of Westminster*

General Plan Update and EIR
City of San Marcos

South El Monte Zoning Code Update
City of South El Monte*

Hemet Zoning Code Update
City of Hemet*

ADU Ordinance and Guidebook
City of Ione

City of Bellflower Sign Code Update
City of Bellflower

Temecula CAP Baseline Study
City of Temecula*

OCCOG Geospatial Solutions
Orange County Council of Governments*

Housing Policy Leadership Academy
Southern California Association of Governments*

Livermore Downtown Visioning & Site Planning
City of Livermore*

* Project was completed by Ms. Thorne while she was employed at another planning firm

Erik Anderson

ASSOCIATE PLANNER



Erik has worked on a diverse range of projects for public and private sector clients, with a focus on environmental and sustainability planning, land-use planning, and policy development. Erik provides project support in the preparation of CEQA documentation and long-range planning documents, including General Plans, Housing Elements, and Zoning updates. His experience includes grassroots lobbying with a non-profit environmental organization and work in the legal field. Erik is passionate about serving communities and creating innovative work through place-based development strategies.

EDUCATION

BA, Political Science,
University of California, Los Angeles

Master of City and Regional Planning,
Cal Poly, San Luis Obispo

ORGANIZATIONS

American Planning Association

Association of Environmental Professionals

Congress for the New Urbanism

AWARDS

2019 California Planning Foundation, Central Coast Section Scholarship

2019 & 2020 Errett Fisher Foundation Scholarship

RELEVANT PROJECT EXPERIENCE

General Plan Update, Zoning Update, and EIR
City of San Jacinto

General Plan Update, Hawthorne Blvd Specific Plan Update, and EIR
City of Lawndale

Zoning Update and Addendum to General Plan EIR
City of Westminster

General Plan Update and EIR
City of Jackson

General Plan Update and EIR
City of Red Bluff

Mountain House Incorporation IS/ND
San Joaquin County

SR-120 Interchange IS/MND
City of Lathrop/Caltrans

Circulation Element Update IS/ND
City of Bell Gardens

U-Haul Expansion IS/MND
City of Gardena

Pilot Travel Center IS/MND
City of Moreno Valley

Applied Medical Expansion IS/MND
City of Lake Forest

2500 North Hollywood Way EIR
City of Burbank

Harper Project EIR
City of West Hollywood

Focused General Plan Update
City of Glendale

Local Hazard Mitigation Plan
Laguna Hills, CA

Housing and Safety Element Update
City of Rancho Santa Margarita

Housing Element Update (6th Cycle)
Cities of Lawndale, Glendale, Hawthorne, La Verne, Avalon, Lake Forest, Rancho Santa Margarita, Westminster, Temecula, and San Jacinto

General Plan Update
City of McFarland*

McFarland Zoning Code Update
City of McFarland*

* Project was completed by Mr. Anderson while enrolled as a Graduate Student in City and Regional Planning at Cal Poly, San Luis Obispo



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JAMI WILLIAMS | *CNU-A*

As a leading urban planner and managing partner at RRM Design Group, Jami Williams brings a wealth of experience to each project she's involved in. Jami can translate public concern and preference into cutting-edge design and policy. Her ability to implement clients' visions and needs into community beneficial design makes her one of RRM's most trusted urban planners. Jami leads her team with hands-on collaboration and creative problem-solving. With experience in smart growth, mixed-use and transit-oriented planning, her ability to maximize quality design, minimize costs and build on community consensus serves as an asset to all who work with her.

Project Role

PRINCIPAL IN CHARGE

Experience

27 YEARS OF EXPERIENCE

EDUCATION

- *Master of Business Administration, Architecture Management Track, California Polytechnic State University, San Luis Obispo, CA*
- *Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Congress for the New Urbanism Accredited (CNU-A)*
- *American Planning Association (APA), Member*
- *Urban Land Institute (ULI), Associate Member*

RELEVANT PROJECTS

- *Azusa TOD General Plan/ Development Code Update and Specific Plan*
- *Balboa Avenue Station Area Specific Plan, San Diego*
- *Balboa Village Design Guidelines, Streetscape Improvement Plan, and Wayfinding Sign Program, Newport Beach*
- *Carlsbad Objective Design Standards*
- *Carlsbad Village and Barrio Master Plan*
- *Chula Vista Urban Core Specific Plan and Design Guidelines*
- *Claremont Village West Specific Plan and Design Guidelines*
- *Coronado Vision Plan*
- *El Cajon Civic Center Pre-Development Planning and Design*
- *El Cajon Housing Element Rezoning Program Mixed-Use Zone Testing*
- *El Monte Downtown TOD Specific Plan*
- *Encinitas SB 2 Objective Design Standards and Process Improvements*
- *Fullerton Downtown Core & Corridors Specific Plan*
- *Gilroy Downtown Specific Plan*
- *Huntington Beach Specific Plan*
- *Mission Boulevard Public Spaces and Active Transportation Network, San Diego*
- *San Ysidro Community Plan Update*
- *San Ysidro Historic Village Specific Plan*
- *Southwest Fillmore Business Park Master Plan*
- *Yorba Linda Town Center Specific Plan*





Huntington Beach Specific Plan



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PROJECT ROLE

PROJECT MANAGER

EXPERIENCE

7 YEARS

EDUCATION

- *Master of City Planning, San Diego State University*
- *Juris Doctor, Lewis & Clark Law School*
- *Bachelor of Arts, English and German, University of California, Davis*
- *Minor in Environmental Policy and Planning, University of California, Davis*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *American Institute of Certified Planners, CA, 33721*

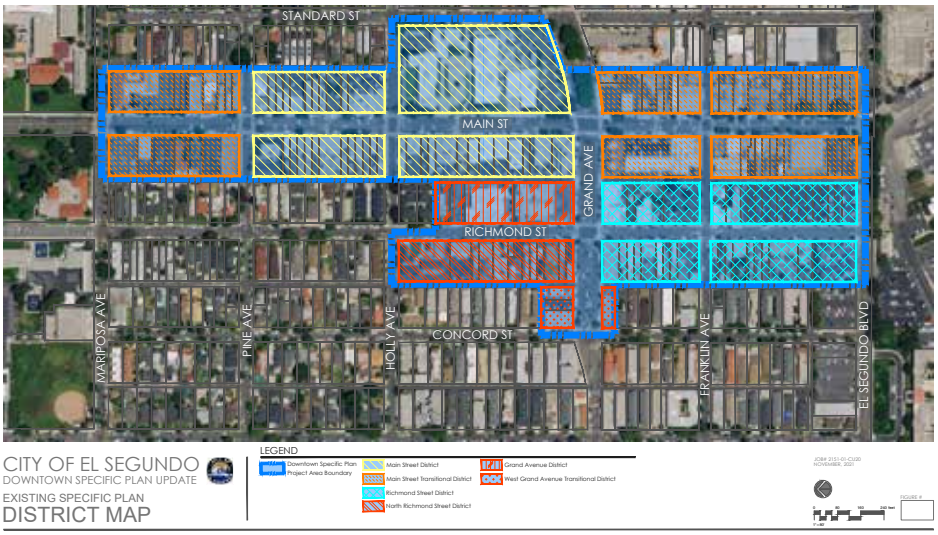
KATJA DILLMANN | *JD, AICP*

As a trained lawyer and city planner, Katja Dillmann brings an enriching perspective to RRM's Planning team. Her commitment to community impact and inclusivity informs much of her work. From bicycle infrastructure to elementary school safe routes to school planning and programming, Katja's passion centers around active transportation. With a personal love for bicycling and active living, she's committed to building plans that enhance a city's outdoor space. Not only do Katja's projects enliven cityscapes, but they add to the community as well. As an active participant in client relations and community outreach, she makes sure to fulfill the needs of, not just the client, but the community at large.

RELEVANT PROJECTS

- *24th Street TODO: Transit Oriented Development Overlay, National City**
- *Active Transportation Plan, West Covina**
- *Bicycle Master Plan, Calexico**
- *Carson Economic Development Strategic Plan*
- *City of Chula Vista Active Transportation Plan**
- *City of El Cajon Active Transportation Plan**
- *City of Santee Mobility Element**
- *City of Wildomar Mobility Plan**
- *Comprehensive Active Transportation Plan, Coronado**
- *Dana Point General Plan Outreach*
- *El Segundo Downtown Specific Plan Update*
- *Hawthorne Zoning Code Amendments*
- *Escondido Public Art Master Plan*
- *La Mesa Boulevard Complete Streets**
- *LA Metro Complete Streets Training**
- *LADOT Safe Routes to School Program, Los Angeles**
- *Los Angeles Metro Active Transportation Strategic Plan (ATSP) Update (ATSP)**
- *MAP Encinitas (Modal Alternatives Project)**
- *Patterson Downtown Master Plan*
- *Safe Routes to School Pilot Program, Carlsbad**
- *San Carlos Downtown Specific Plan*
- *Sustainable Mobility Plan, Carlsbad**

** Work performed prior to joining RRM Design Group*



City of El Segundo Specific Plan



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Project Role

PRINCIPAL PLANNER + URBAN DESIGNER

Experience

15 YEARS OF EXPERIENCE

EDUCATION

- *Master of City Planning, San Diego State University, San Diego, CA*
- *Bachelor of Science, Architecture, Universidad Autónoma de Baja California, Mexico*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *American Planning Association Member*
- *American Institute of Architects International Associate Member*
- *San Diego American Planning Association (SDAPA)*

- **Work performed prior to joining RRM Design Group*

ELIZABETH OCAMPO VIVERO

Elizabeth Ocampo Vivero is a passionate urban planner with experience in community planning, land use planning, project management, and urban design. Prior to joining RRM Design Group, Elizabeth worked as Director of Planning and Urban Design at a planning and architecture firm in San Diego, where she led the planning practice of the firm, and managed a series of projects, including multi-family re-development projects, streetscape improvement projects, and specific plan amendments. Elizabeth's experience includes seven years at the City of San Diego Planning Department, where she participated in multiple phases of the community plan update process for Old Town San Diego, Midway - Pacific Highway, and North Park. While at the City of San Diego, she also managed grant-funded planning efforts. Her experience also includes supporting retail, educational, and healthcare projects, as well as preparing subdivision plans for residential development, while working for structural engineering firm and a land development engineering firm in Mexico.

RELEVANT PROJECTS

- *Dana Point General Plan Outreach*
- *Clairemont Community Plan Update, San Diego*
- *Clairemont Online Community Engagement Tool, San Diego**
- *Goleta Objective Design Standards for Multifamily*
- *La Jolla Cove Hotel Streetscape Improvements Concepts, San Diego**
- *Long Beach ADU and SB9 Ordinances*
- *Marilla Drive Entitlement Services, Lakeside*
- *Mariners' Cove Redevelopment Project, San Diego**
- *Midway - Pacific Highway Community Plan, San Diego**
- *Mission Boulevard Public Spaces and Active Transportation, San Diego**
- *North Park Community Plan, San Diego**
- *Old Town San Diego Community Plan**
- *Rams Hill Specific Plan Amendment, Borrego Springs**
- *San Luis Obispo County Pre-Approved ADU Plans*
- *Santee Arts & Entertainment District & Town Center Specific Plan Update*



Dana Point General Plan Outreach



rrm design group

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Project Role

PRINCIPAL ARCHITECT

Experience

22 YEARS OF EXPERIENCE

EDUCATION

- *Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Architect, CA, C32348*
- *Architect, CO, 00405508*
- *Leadership in Energy and Environmental Design Accredited Professional (LEED AP)*
- *Congress for the New Urbanism Accredited (CNU-A)*
- *American Institute of Architects (AIA)*
- *San Luis Obispo Chamber of Commerce Economic Development Committee*

SCOTT MARTIN | *AIA, LEED AP, CNU-A*

Scott is a talented architect with a keen ability to be innovative and sensitive to clients' needs. His project focus and experience are wide-ranging, from illustration, master planning, urban design, needs assessments, and design review to the production and construction of facilities. Scott is a LEED Accredited Professional with a high level of expertise in designing and implementing sustainable solutions. Scott's unique relationship with both public and private clients gives him an understanding of the realities of development and community priorities. He excels in working directly with owner and user groups to set project goals and priorities. With his strong technical skills, Scott blends cohesive design solutions to bring a project's vision to reality.

RELEVANT PROJECTS

- *American Canyon Watson Ranch Specific Plan Implementation*
- *Azusa TOD General Plan/ Development Code Update and Specific Plan*
- *Balboa Avenue Station Area Specific Plan, San Diego*
- *El Monte Downtown TOD Specific Plan*
- *El Segundo Downtown Specific Plan Update*
- *Foothill Boulevard Specific Plan and Design Guidelines, Rialto*
- *Fort Bragg Georgia-Pacific Mill Site Specific Plan (Ph 3,4, X)*
- *Fullerton Downtown Core & Corridors Specific Plan*
- *Gilroy Downtown Visioning Charrette, Specific Plan, and Design Guidelines*
- *Huntington Beach Research and Technology Zone*
- *Los Altos Downtown Vision*
- *North 40 Specific Plan, Los Gatos*
- *North Fillmore Specific Plan Architectural Design Guidelines*
- *Pomona Downtown Specific Plan Update*
- *San Ysidro Historic Village Specific Plan, San Diego*
- *Shadelands Gateway Specific Plan, Walnut Creek*
- *Temecula Citywide Design Guidelines*
- *Thousand Oaks Boulevard Specific Plan*
- *Yorba Linda Town Center Specific Plan*





Balboa Avenue Station Area Specific Plan



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Project Role

PRINCIPAL LANDSCAPE ARCHITECT

Experience

17 YEARS OF EXPERIENCE

EDUCATION

- *Bachelor of Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA*
- *Minor, City and Regional Planning, California Polytechnic State University, San Luis Obispo, CA*

ACCREDITATIONS • LICENSES • AFFILIATIONS

- *Professional Landscape Architect, CA, 6210*
- *Leadership in Energy and Environmental Design (LEED AP)*

LANCE WIERSCHEM | *PLA, LEED AP*

With a sharp eye, Lance Wierschem's detailed design enhances the artistry of each project he is involved in. As an experienced landscape architect and planner, Lance offers an expansive view of design. From trails and recreational parks to public and community centers, Lance's versatile experience serves both his team and his clients. Engaged in all aspects of project administration, from visioning to construction, his alliance to creative collaboration is reflected in his work. Both his collaborative efforts and his artistic vision guide Lance's design process, elevating outdoor spaces into captivating environments for all to enjoy.

RELEVANT PROJECTS

- *Long Beach Sidewalk Dining and Parklets Handbook*
- *Downtown Brea Parklets Feasibility Study*
- *25th Street Renaissance Streetscape, San Diego*
- *Arcadia Design Guidelines Update*
- *Balboa Village Design Guidelines, Streetscape Improvement Plan, and Wayfinding Sign Program, Newport Beach*
- *Big Bear Village Specific Plan Update, Big Bear Lake*
- *Camarillo General Plan Community Design Element Update*
- *Colton Downtown Development Code and Design Manual*
- *Del Mar Design Guidelines and Municipal Code Amendments*
- *Fremont Design Guidelines*
- *Hermosa Beach Pier Avenue Street Improvements*
- *Los Altos Downtown Vision*
- *Mission Plaza Assessment and Master Plan, San Luis Obispo*
- *Mission Boulevard Public Spaces and Active Transportation Network*
- *North 40 Specific Plan, Los Gatos*
- *Pismo Beach Downtown Core Vision, Goals and Strategic Plan*
- *Pismo Beach Pier Plaza and Parking Lot Upgrade and Price Street Streetscape*
- *Salinas East Market Street Streetscape, Salinas*
- *San Ysidro Historic Village Specific Plan, San Diego*
- *Santa Cruz Downtown Design Standards*
- *Stanton Livable Beach Boulevard Mobility Plan*
- *Ventura County General Plan Contract Planning*
- *West Newport Mesa Streetscape Master Plan, Newport Beach*
- *Yucaipa Citywide Design Guidelines*



Downtown Brea Parklets Feasibility Study

Bill Halligan, Esq.

SENIOR DIRECTOR, ENVIRONMENTAL PLANNING + COMPLIANCE



An environmental practitioner and attorney with more than 30 years of experience in private- and public-sector planning, Bill has prepared hundreds of environmental documents for a diverse range of projects throughout California. Throughout his career, Bill has leveraged his specialty in land use and environmental law to help agencies continually withstand legal challenges related to CEQA. In addition to CEQA documentation, Bill also provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding of planning and zoning law, CEQA, and the National Environmental Policy Act (NEPA). Bill's notable projects include EIRs for the Anaheim General Plan/Zoning Code Update, The Platinum Triangle and Honda Center for the City of Anaheim, the award-winning LA County General Plan, and the The Ontario Plan and Citywide Greenhouse Gas (GHG) Inventory. For the latter, Bill was involved in extensive discussions and negotiations with the State Attorney General's office regarding the analysis of GHG emissions in project EIRs.

With Bill's oversight, environmental documents prepared by Harris withstand legal challenge. Every challenged project Bill has managed has been upheld in California state courts.

RELEVANT EXPERIENCE

Bill has overseen and/or managed General Plan EIRs for the Cities of:

- Anaheim
- Downey
- El Monte
- Fountain Valley
- Irvine
- Los Alamitos
- Menifee
- Ontario
- Palm Springs
- Pasadena
- Rancho Mirage
- San Bernardino
- San Clemente
- Temple City
- Torrance
- Yucca Valley

Bill's depth of knowledge and legal expertise allowed him to provide legally defensible documents for all of these clients, as well as come up with innovative solutions to challenges faced by the cities, **saving his clients time and money.**

OTHER EXPERIENCE

- **City of Brea,** ***265 Specific Plan***. Senior Advisor. The Brea 265 Specific Plan proposes a master planned residential community totaling 1,100 residential units (450 low-density and 650 medium-density units including 76 affordable housing) with an overall average density of 4.2 dwelling units per acre, 15.1 acres of parks/recreation uses, and 47.5 acres of open space linked together by an extensive trail and bicycle network. The proposed project would require discretionary actions including a general plan amendment, rezoning, tentative tract map, development agreement, and annexation. Bill served as a Senior Advisor on the EIR for the project.

- **County of Los Angeles Department of Regional Planning**, Los Angeles County 2035 General Plan EIR. Project Director. Bill prepared the Program EIR for the comprehensive update to the 1980 Los Angeles County General Plan. The Los Angeles County 2035 General Plan provides the policy framework for how and where unincorporated Los Angeles County will grow through the year 2035 while recognizing and celebrating the County's diversity of cultures, abundant natural resources, and status as an international economic center. Comprising approximately 2,650 square miles, unincorporated Los Angeles County is home to over 1 million people. The Los Angeles County 2035 General Plan accommodates new housing and jobs in unincorporated areas in anticipation of population growth in Los Angeles County and the region.

EDUCATION

JD, Law
Emphasis: Environmental, Land Use, and Real Estate Law

BA, Social Ecology
Emphasis: Environmental Analysis and Design

REGISTRATION

Bar Certified Attorney, CA

AFFILIATIONS

Orange County Bar Association

Association of Environmental Professionals {AEP), State President

AEP Legislative Review Committee (Former Chair)

Elizabeth Kim

SENIOR PROJECT MANAGER

With 22 years of professional experience, Elizabeth is a seasoned and highly versatile senior planner who has expert CEQA knowledge and skills with exceptional work ethics. She has successfully completed CEQA documents for many different types and sizes of projects from the proposal stage to adoption/certification. As a project manager, she oversees all aspects of the environmental process and confirms adherence to budget and scope. Elizabeth has successfully navigated project challenges such as community opposition and health and safety concerns.

RELEVANT EXPERIENCE

- **City of Brea**, ***Brea 265 Specific Plan EIR.*** Project Manager. The project involved development of a 1,100-unit master planned residential community on a 262-acre site. The project included a sports park, various recreational amenities, and open space linked together by an extensive trail network. Elizabeth wrote various sections of the EIR and also reviewed all technical studies (air quality, biological resources, GHG emissions, noise, geotechnical investigation, water quality management plan, water and sewer utility assessments, and transportation (LOS and VMT assessment)) and sections prepared by different subconsultants and specialists. She also managed the schedule and budget and coordinated with the city staff and various subconsultants.
- **City of Anaheim**, ***ocV!BE Project (Addendum to SEIR No.*** 339). Project Manager. The project involved development of a mixed use lifestyle, entertainment, and residential neighborhood on approximately 100-acre site within the Platinum Triangle anchored by the existing Honda Center arena and ARTIC transit hub. Elizabeth prepared and managed the Addendum that had a complex background involving numerous prior certification documents and approvals. **Elizabeth successfully completed the project on a tight schedule and under budget.**
- **City of Industry**, ***Addendum to Industry Business Center EIR.*** Project Manager. The project involved development of eight industrial concrete tilt-up buildings totaling approximately 4.3 million square feet, an increase of 327,820 square feet industrial building area from the previously approved project on a 597-acre site (Industry Business Center) in the City of Industry. The Addendum was prepared to substantiate that none of the conditions specified in Section 15162 of the CEQA Guidelines are present. Elizabeth closely worked with city staff to develop a customized format for the Addendum to meet the specific needs of the City and advise them of the changes in regulations and updated standards.
- **Chaffey Community College District**, ***Rancho Cucamonga Campus Master Plan EIR.*** Project Manager. Elizabeth prepared and provided oversight for the EIR involving the demolition, construction, and renovation of campus facilities over multiple phases on the existing 200-acre Rancho Cucamonga campus. She presented the overall findings of the EIR at the public hearing and answered questions from the public. **She coordinated and communicated closely with CCCD staff to provide expert advice and respond early to project changes that could impact the analyses, which led to legally defensible EIR delivered on time and within budget.**
- **Santa Ana Unified School District**, ***Saddleback High School Sports Complex IS/MND).*** Project Manager. Elizabeth prepared the Initial Study/Mitigated Negative Declaration for the construction of a new state of the art sports complex with 3,000 bleacher seat capacity and nighttime sporting lighting at the existing Saddleback High School in the City of Santa Ana. **She coordinated with the school district and design team early on to identify main issues involving development of a stadium and worked with the team to support the preparation of an MND instead of an EIR, thereby saving time and budget.**



Elizabeth pays keen attention to quality and detail and maintains that attention throughout the environmental review process in the most challenging situations.

EDUCATION

MA, Urban and Regional Planning

BA, Environmental Analysis and Design

Yliana Ortega

DEPUTY PROJECT MANAGER

Yliana works to assist cities and counties with planning for their future through preparation of technically sound and legally defensible analyses and environmental impact assessment documentation, including technical writing, analysis, review, and quality control in compliance with both CEQA and NEPA, including the latest changes to CEQA Guidelines and legislation. She been growing her career in environmental document preparation for the last four years, with her project work focusing on Southern California agencies.

RELEVANT EXPERIENCE

- **City of Victorville**, ***General Plan Annual Progress Report.*** Environmental Analyst. Yliana assisted with the preparation of the General Plan Annual Progress Report (APR) to fulfill the requirement of California Government Code, Section 65400(a), regarding the implementation status of the City of Victorville's General Plan. Yliana coordinated with the Harris team on the Housing Element APR to submit to Office of Professional Responsibility (OPR) and Housing and Community Development (HCD).
- **City of Gardena**, ***Gardena Industrial Center Project.*** Assistant Project Manager. As part of this project, Yliana prepared environmental documentation in the form of an Initial Study Mitigated Negative Declaration for the project which consists of the demolition of all existing on-site buildings, totaling 296,630 square feet of building space, parking lots, and associated improvements and the construction of a 190,860 square foot tilt-up concrete industrial building Yliana attended the City Council meeting for the project, as the project was approved.
- **City of Vista**, ***Green Oak Villas CPUC letter.*** Environmental Analyst. Yliana assisted with the preparation of the supplemental letter pursuant to General Order 173 regarding California Public Utilities Code (CPUC) Section 851 Advice Letters. This was for the project which included the approval of a Site Development Permit, Tentative Subdivision Map, and a Condominium Housing Permit to construct 107 two-story townhome units situated on property in the southeastern portion of the city.
- **Value Rock Realty Partners**, ***Mission Viejo Garden Plaza Environmental Impact Report.*** Environmental Analyst. This project entails the redevelopment of a 5.2-acre site in the City of Mission Viejo from office and retail uses to a four-story mixed use project. Assisting with the completion of topical sections. Harris is working as a team with ValueRock Realty Partners to efficiently achieve compliance with the California Environmental Quality Act (CEQA). Harris is preparing the EIR in coordination with the City of Mission Viejo using the CEQA Guidelines thresholds. Yliana coordinated with the client and team to assist in the completion of topical sections for the EIR.
- **Orangethorpe Investment Partners**, ***LLC, Placentia Mixed-Use Project CEQA Documentation Addendum.*** Assistant Project Manager. Harris is completing the CEQA documentation for the Placentia Mixed-Use Project in the City of Placentia. The proposed project occurs at the corner of Placentia Avenue and Orangethorpe Avenue. The project applicant proposes to develop and operate up to 260 multi-family residential dwelling units and up to 3,000 square feet of commercial retail use. This project would include a parking structure at the northeast corner of the project site, a five-story residential building with amenities including a mail and parcel room, leasing office, fitness area, club room, co-working space, and a central pool courtyard. Yliana worked with the City, the applicant, and legal team to determine the appropriate CEQA documentation for the project.



Yliana is passionate about helping cities and counties plan for their future.

EDUCATION

BS, City & Regional Planning

Hitta Mosesman

VICE PRESIDENT, COMMUNITY DEVELOPMENT & HOUSING CONSULTING

Hitta has over 20 years of housing and community development consulting experience and has worked with cities, public agencies, and special districts throughout California. Hitta has unique expertise that ranges from planning to economic and financial analysis, to project implementation related to housing and other land uses. She is currently leading services for the cities of Walnut Creek, Irvine, Victorville, Hawthorne, Duarte, Bellflower, and Garden Grove on housing elements as well as analyzing tools to produce affordable housing projects and implementing affordable housing projects. Hitta's depth of expertise is not only in the planning, but also in the financial feasibility and effective implementation of affordable housing, which allows her to provide a thorough viewpoint for the lifecycle of addressing the housing crisis.

RELEVANT EXPERIENCE

- **City of Irvine**, ***General Plan Update; 6th Cycle Housing Element; and Housing Consulting Services.*** Principal-in-Charge. Harris is currently leading a comprehensive update to the City's General Plan. Following the successful preparation and certification of the City's Housing Element Update, which was also led by Hitta and certified in May 2022, this update involves a RHNA of more than 23,000 units. Hitta is leading this effort and has prepared a feasibility study focused on the City's inclusionary housing requirement and provided the following services to the City of Irvine for multiple years. **These services assisted the City in continuing its eligibility for affordable housing funding, identified resources and potential timing for the development of affordable housing, assessed current housing conditions to identify issues of concern on housing safety and assisted the City with making sure that residents of affordable units qualify in the designated income categories:**
  - Preparing the Annual Progress Report on the Housing Element.
  - Preparing an Affordable Housing Strategy and Implementation Plan (a component of the City's Housing Element).
  - Creating a first-of-its-kind automated and streamlined housing compliance monitoring database for over 80 affordable housing projects within the City. Data points included affordability/income requirements, applicable rents, covenant and developer agreement terms, number of units, income information and compliance determination for each project.
- **City of Victorville**, ***General Plan Update (including 6th Cycle Housing Element Update) and Housing Consulting Services.*** Hitta is leading a multi-disciplinary team to provide an update to portions of the City's General Plan, including the 6th Cycle Housing Element Update as well as updates to the Land Use and Safety Elements and the preparation of an Environmental Justice Element. All updates are triggered by the legal requirement for all California cities and counties to update the housing element every eight years. Harris has also provided the Annual Progress Report on the General Plan for the past two years (including the Housing Element), residual receipts calculations for existing affordable housing projects that have loans with the City and advised on leveraging City-owned land assets for the development of affordable housing.
- **Cities of Walnut Creek and Millbrae**, ***6th Cycle Housing Element and General Plan Update.*** Principal in Charge. Harris is preparing the Walnut Creek and Millbrae Housing Element Updates. The scope of work includes the preparation of the Housing Elements, pursuant to the requirements of the California Housing and Community Development Department (HCD), community engagement assistance, and coordination with staff and HCD. Hitta oversees and provides guidance to the project team. Both Housing Elements are set to be submitted in the Fall of 2022.



Hitta has more than 20 years of housing experience in the areas of development feasibility, planning, RHNA strategy, grants and funding, and compliance and reporting.

EDUCATION

BA, Economics, Minor in Business Management

Dima Galkin

SENIOR PROJECT MANAGER

Dima has more than ten years of experience in housing analysis for both market-rate and affordable development. He has advised California cities on affordable housing asset management and disposition, reviewed pro formas, and provided data analysis for inclusionary housing in-lieu fees.

RELEVANT EXPERIENCE

- **City of Victorville**, ***General Plan Update (including 6th Cycle Housing Element Update) and Housing Consulting Services.*** Project Manager. Dima manages a multi-disciplinary, multi-firm team to provide an update to portions of the City's General Plan, including the 6th Cycle Housing Element Update as well as updates to the Land Use and Safety Elements and the preparation of an Environmental Justice Element. All updates are triggered by the legal requirement for all California cities and counties to update the housing element every 8 years. **The City was one of only six Southern California jurisdictions out of 197 to receive State certification of the Housing Element by the deadline.** Dima oversaw the preparation of the Housing Element directly, including providing guidance on goals, policies, and programs. He also led the preparation of a fiscal and economic impact analysis projecting revenues, expenditures, and economic impacts based on expected buildout in 2040 according to the Land Use Element's land use plan.

- **San Diego Association of Governments and City of Carlsbad**, ***Fiscal/Economic Impact Study.*** Project Manager. The San Diego Association of Governments and City of Carlsbad wanted to know the fiscal and economic impacts of trenching a railroad through the City's downtown to compare the benefits of trenching to the costs. Dima coordinated project communication and led the analysis of fiscal and economic impacts for three different alternatives involving the addition of a second railroad track and potential trenching of the tracks through a portion of Carlsbad. The analysis used a difference in differences model measuring the relevant metrics around different nearby train stations. **Dima recommended adding the measurement of the value of lives saved to make sure that the analysis comprehensively incorporated all benefits.**

- **City of Santa Ana**, ***Economic Development Strategy.*** Senior Analyst. While working at a prior firm, Dima led the real estate market study to identify metrics and trends in different areas within the City of Santa Ana. Findings from the market study confirmed certain expectations and added nuance to others. The findings were presented during community outreach meetings and were used to inform recommendations for the City's economic development strategy. Dima also helped with preparing the SWOT analysis and local community presentations; gathering and analyzing demographic, socio-economic, business, and real estate data; and the formation of policy recommendations.

- **City of Walnut Creek**, ***Housing and Safety Elements and CEQA Review.*** Co-Project Manager. In close collaboration with the City of Walnut Creek, Harris prepared the required 6th Cycle Housing Element update and required Safety Element update in accordance with State law. Harris is also preparing an MND for the Safety Element and either an MND or Statutory Exemption for the HEU. Dima has jointly managed the project, including preparing and updating the schedule, coordinating the project team, and communicating with the client. Dima organized the community outreach process that included two surveys, two public workshops, and three stakeholder meetings. **He led the preparation of the site inventory to demonstrate the City's capacity to satisfy the Regional Housing Needs Assessment requirements, despite very limited developable land in the City.** He also contributed to the preparation of the other Housing Element sections, including the goals, policies, and programs.



Dima utilizes his public- and private-sector experiences to guide clients efficiently and effectively—through affordable housing development, housing policy and planning updates, and financial analysis. Through his expertise and analysis, Dima helps clients to stretch local dollars further and to attract State and other funding by identifying best practices and evaluating alternatives.

EDUCATION

MA, Planning

BA, Urban Studies and Political Science

AFFILIATIONS

Member, American Planning Association (APA)

Member, Southern California Association of Nonprofit Housing (SCANPH)

Christine (Christy) Cooper

SENIOR CONSULTANT

Christy has more than thirty years of experience working in, analyzing, and characterizing the water industry and its myriad technologies and practice areas. She led the strategic planning function for a $1 billion water engineering business. She has also prepared Urban Water Management Plans and related Water Supply Assessments. Her background combined with a client-centric approach help make sure that cities receive clear, concise reports that meet their regulatory and development needs, now and well into the future. She currently serves her community as a board member of the Meiners Oaks Water District.

RELEVANT EXPERIENCE

- **City of Watsonville**, ***Water Supply Assessment (WSA).*** Project Manager. The City's Downtown Watsonville Specific Plan (DWSP) is a mixed-use plan that includes more than 500 dwelling units; as such, the City determined that it is a project subject to CEQA and hired Harris to perform the required WSA. Christy had previously written the City's 2020 Urban Water Management Plan (UWMP). Harris utilized assumptions in the DWSP and the UWMP to develop new estimates of normal, single dry, and multiple dry water years over the required 20-year project period. **In these scenarios, Watsonville's water supply was deemed sufficient to support the additional demand associated with the DWSP provided that the City continues to proactively protect and augment water supply and manage water demand through the City's demand management measures and its Water Shortage Contingency Plan.**
- **City of Watsonville**, ***FEMA Hazard Mitigation Grant Program.*** Senior Consultant. The City of Huntington Beach had successfully applied for an HMGP grant in 2019, but when the construction bids came back in 2022, the 30% increase in costs drove the project's Benefit-Cost Analysis (BCA) below FEMA's required level of >= 1. The City's engineer that prepared the original BCA had retired. Christy revised the original BCA assumptions with updated building/content damages, displacement costs, social costs, post-mitigation costs, etc. The revised package included 48 reports, documents, letters, and spreadsheets to support the assumptions in the Benefit Cost Analysis. **The new BCA of 3.73 supported a grant award of $6.6 million for the City's Heil Avenue Stormwater Rehabilitation Project.**
- **City of Watsonville**, ***2020 Urban Water Management Plan Update and 2021 Water Shortage Contingency Plan.*** Project Manager. Working closely with City Water staff, Christy wrote the 2020 UWMP Update to meet new State requirements. The project included analysis and characterization of water supply and demand, 25-year water resiliency projections including normal, single-dry year and five-consecutive-year drought scenarios, water demand management measures, energy intensity, SB X7-7 reporting, water losses/non-revenue water, energy intensity, and more. The project included working with Pajaro Valley Water Management Agency to clarify historical impacts of droughts and basin management approaches, as well as current and future plans for reuse in the groundwater basin, which is one of eleven critically overdrafted basins in the State. It also included drafting a new Water Shortage Contingency Plan for the City.
- **City of Soledad**, ***2020 Urban Water Management Plan and 2021 Water Shortage Contingency Plan.*** Project Manager. Christy led development of the City's 2020 UWMP. She worked closely with City staff to understand detailed development plans by location, and utilized this information to prepare a 25-year growth and water demand analysis. This formed the basis for housing, population, and water demand projections. The project included 25-year water resiliency projections including normal, one-dry year, and five-consecutive-year drought scenarios, water demand management measures, energy intensity analysis, SB X7-7 reporting, water loss projections, etc. Harris also coordinated with DWR, Monterey County Water Resources Agency, Monterey County Planning Department, and others as necessary to complete the UWMP.



Her strong finance and water industry background provide valuable perspectives to consulting projects that require innovative approaches based on sound financial principles.

EDUCATION

MBA, Business Administration

BA, Economics

Emily Mastrelli

PRINCIPAL BIOLOGIST/SENIOR PROJECT MANAGER

Emily is a wildlife biologist with 15 seasons of field experience, over two years of experience with regulatory permitting, and four years of experience as a project manager and coordinator. Specializing in ornithology and desert tortoises, Emily's other project work includes venomous and non-venomous snakes, butterflies, vernal pool branchiopods and small mammals. She has previously been an authorized desert tortoise biologist with extensive handling experience. She is also experienced with bird banding and is permitted as a Master Bander by the Bird Banding Laboratory. Emily has had several years of experience with threatened and endangered species including California least tern, vernal pool branchiopods, California gnatcatcher, southwestern willow flycatcher, least Bell's vireo, western snowy plover, and Quino checkerspot butterfly.

RELEVANT EXPERIENCE

- **City of Victorville**, ***General Plan Update Program EIR.*** Senior Biologist. The Harris team is currently in progress of completing a Housing Element, Land Use Element, and Environmental Justice and Safety Element update to be included in the City's 2021-2029 General Plan Update, as well as a comprehensive EA to accompany the updates. Emily will be providing senior biological review for this project. The Harris team completed a habitat evaluation of the entire City of Victorville and its Sphere of Influence Area, identifying habitat corridors and the most sensitive areas to avoid when planning for future development. **The City was one of only six Southern California jurisdictions out of 197 to receive State certification of the Housing Element by the deadline.**
- **City of San Diego**, ***De Anza Natural Amendment to the Mission Bay Park Master Plan PEIR.*** Lead Biologist. Harris is updating the 2019 Screencheck Draft Program Environmental Impact Report (PEIR) for the De Anza Natural Amendment to the Mission Bay Park Master Plan. Emily provided biological resources surveys and provided senior guidance and review on the Biological Resources Technical Report. **A previous similar project had been proposed for the site, and the previous analysis was incorporated to the extent feasible to reduce preparation time and cost.**
- **City of San Diego**, ***Coastal Resilience Master Plan and Program EIR.*** Lead Biologist. Harris is assisting the City in the development of the Coastal Resilience Master Plan and Program EIR to implement Climate Resilient San Diego. The team will evaluate nine locations for nature-based solutions and will then narrow the scope down to the six most suitable locations. Emily will be providing the City with biological resources surveys, aquatic resources delineations, and technical reports. **The Plan and Program EIR will implement the policies in the City's Climate Resilient San Diego Plan to inform development of nature-based coastal resilience projects to build resilience to the impacts of sea level rise and enhance and protect the biological diversity of the City's coastline.**
- **University of California San Diego**, ***2019 Hillcrest Campus Long Range Development Plan EIR.*** Lead Biologist. Harris worked with UC San Diego staff to prepare an EIR addressing the 2019 Hillcrest Campus Long Range Development Plan (LRDP) update, which proposes to redevelop approximately 34 acres of the 62-acre campus. Emily is leading a team of biologists providing protocol California gnatcatcher surveys, nesting bird surveys, nest and construction monitoring, aquatic resources delineations, and resource agency permitting and coordination. **Emily is also providing environmental compliance expertise and project management services. Harris worked closely with the planning consultant to develop LRDP policies (i.e. principles) that will self-mitigate environmental impacts to the extent feasible.**



Emily has provided construction monitoring since 2011 and has written various technical documents.

EDUCATION

BA, Biology

CERTIFICATIONS

Endangered Species Recovery Permit 10(a)1(A), USFW

BBL Master Federal Bird Banding Permit, USGS

Scientific Collecting Permit (SCP), CDFW

Fidel Salamanca, PE

PROJECT MANAGER

Fidel has considerable experience analyzing urban storm water systems, open channels, environmental hydraulics, pumps, reservoirs, and large watersheds. Fidel has developed Storm Drain Master Plans for many cities and counties in California. He has also been involved in water quality-related projects and assisted with trash capture feasibility studies. Fidel has conducted several third-party reviews to confirm NPDES compliance and has valuable experience preparing hydraulic analyses and designing storm water networks, open channels, culverts, and storm water and sanitary sewer pump stations. Fidel has worked with various hydraulic and hydrologic modeling software for the assessment and design of storm drainage systems including EPA SWMM5, MIKE URBAN, MIKE 21, BAHM, and HAMMER. He is also experienced with watershed analysis and open channel design using HEC-RAS, geo-RAS, HEC-HMS, geo-HMS, and HEC-1.

RELEVANT EXPERIENCE

- **City of San Diego**, ***Barret Camp Road Repair and Emergency Storm Drain Project.*** Technical Lead. This project included the emergency repair of Barrett Camp Road in San Diego and a redesign of the drainage culvert conveying runoff below the roadway. For the culvert design, the drainage area was delineated in GIS and modeled in HEC-HMS following the local methodology to determine the design flow rates. With the design flowrates from HEC-HMS, the channel was modeled in HEC-RAS to size the drainage culverts and HY-8 was utilized for confirming the HEC-RAS results. Different proposed culvert geometries were presented to the City to allow the City to select the option that best aligned with their needs. The design process also included the design of the culvert headwalls and cutoff walls as well as the riprap for protecting the channel. The site had extreme elevation differences and steep slopes requiring careful consideration for channel protection to prevent scour and erosion of the channel and damage to the proposed culvert.

- **City of El Cerrito**, ***Storm Drain Master Plan and Asset Management Plan.*** Project Manager. Fidel developed a citywide storm drain hydraulic model using local county methodologies and available City storm drain maps. Recommended improvements were developed based on hydraulic deficiencies and CCTV data collected as part of the project. Green infrastructure projects provided by the City were also used to rank projects higher based on which provided a dual benefit. An asset management study was included to provide recommendations on available asset management programs that the City could utilize to implement the storm drain asset management. A funding strategy was also developed as part of the project to outline available funding measures. Fidel was responsible for managing and executing the project and led the technical effort to perform the hydraulic and hydrologic analyses. As part of the project, the Harris team performed a condition assessment for large storm drain culverts 36 inches and larger that identified culverts and storm drain structures in disrepair. **These actions showcased to the City the need for urgent storm drain improvements that would help prevent further damage to existing infrastructure.**

- **City of Orinda**, ***Storm Drain Master Plan.*** Project Engineer. Fidel developed a citywide storm drain hydraulic model using local county methodologies and available City storm drain maps. All corrugated metal pipe (CMP) pipes 36 inches and larger were assessed by NAASCO-certified engineers to develop a condition rating. Fidel developed a Capital Improvement Program with ranked projects for the recommended improvements, developed based on hydraulic deficiencies and field data collection. Project cut sheets were developed for the highest ranked projects. **Several of the identified CIPs have been implemented, and Fidel has been involved with the detailed design to check if the proposed design will meet the design flow criteria.**



Fidel is well versed in a variety of stormwater projects. His experience provides a valuable asset for any hydrologic or hydraulic analysis, stormwater planning study, or stormwater infrastructure design project.

EDUCATION

BS, Civil Engineering

REGISTRATIONS

Professional Civil Engineer, CA #84851

TIM ERNEY, AICP, PTP, CTP | SENIOR PRINCIPAL



EDUCATION

- MS/MCP, Transportation Engineering & Planning, University of California, Berkeley
- BS, Mechanical Engineering, Boston University

YEARS OF EXPERIENCE

23

LICENSES/CERTIFICATIONS

- American Institute of Certified Planners
- Certified Transportation Planner
- Professional Transportation Planner

AFFILIATIONS

- American Planning Association (APA), Member
- Institute of Transportation Engineers (ITE), Member

Tim Erney is a certified transportation planner with extensive experience on planning and engineering projects in California. His primary focus has been on managing analyses and documentation for environmental review projects, access and circulation studies, sustainable transportation practices, TDM measures, parking evaluations, pedestrian and bicycle reviews, and data collection programs. In addition, he has done detailed technical analyses of local and regional roadway facilities, including traffic forecasting, modal split analyses, traffic diversion, and operational analyses. He has experience coordinating with local and regional transportation and environmental agencies in Southern California and has been leading the firm's efforts on the evaluation of emerging technologies, alternative evaluation metrics, and the impacts of new mobility services on land use and circulation networks.

PROJECT EXPERIENCE

Active Transportation Planning. Tim has served as project principal for active transportation planning projects throughout Southern California. He has provided direction of the planning, design and evaluation of active transportation corridors, active transportation plans, data collection programs, and forecasting. Through these efforts, Tim has promoted the need for a balanced approach for all user groups and to ensure safe, convenient and cost-effective mobility options that support the adjacent land uses and urban form.

Travel Demand Management. Tim has been responsible for developing implementable and defensible travel demand management (TDM) programs. Primarily, these include the evaluation of the best TDM elements to achieve the goals of the project, supported by data and research developed on a national basis. In addition to the adoption of standard TDM measures, such as active transportation facilities and parking management, Tim routinely works with developers to adjust land use programs to better internalize trips and to right-size parking to facilitate shared parking opportunities.

Environmental Impact Reports. Tim has led the preparation of stand-alone transportation impact studies and transportation/circulation sections of EIRs and EISs to support CEQA and NEPA processes. These projects have included full range of project types, from individual development projects, to updated citywide plans, to significant infrastructure projects. Tim has managed the technical analysis for all modes of travel, including qualitative and quantitative assessments of traffic, transit, pedestrian, bicyclist, loading, construction, and emergency vehicle conditions. In addition, these projects have also included the development of specialized trip generation rates and use of regional travel demand models to project future traffic volumes.

Alternative Performance Metrics. Tim has been working to identify and develop alternative metrics to Level of Service (LOS) in the evaluation of land use and transportation projects; this includes the identification on how cities and counties need to modify their current programs and policies to account for these changes. As part of these efforts, Tim has been in consultation with the state's Office of Planning and Research (OPR) and participated in several conferences and panel discussions on the effects of vehicle-miles traveled calculations and metrics may affect city programs and transportation analysis guidelines.

City of Lake Forest General Plan Update and Environmental Impact Report; Lake Forest, CA. Tim managed the evaluation of the build-out of the City's land use program, which included the determination of potential effects to the circulation network throughout the city. Specialized assessments were conducted to identify the anticipated impact emerging transportation technologies (such as transportation-networking companies and connected/automated vehicles) will have on the roadway networks, including the potential to reduce citywide vehicle-miles travelled.

City of Anaheim Circulation Element Upgrade, On-Call Transportation Engineering/Planning Services; Anaheim, CA. Tim is the project manager for an on-call transportation planning and traffic engineering services contract with the City of Anaheim Public Works Department. Tim is managing the preparation of an update to the Circulation Element of the General Plan. This will include new goals, policies and infrastructure projects to support anticipated new development across the city, including specific approaches to address multimodal travel, active transportation, transit, and shared-mobility services.

City of La Verne General Plan Update and EIR; La Verne, CA. Tim is leading the assessment of the evaluation of an update to the General Plan for the City of La Verne. Kittelson is developing travel demand estimates, using the SCAG travel demand model, for multiple land use alternatives. The project team is proposing adjustments to the circulation network and parking regulations to accommodate the future Metro Gold Line Station within the City and to include a new Active Transportation Plan. Tim is also helping the City address the proposed SB743 changes to intersection analysis under CEQA.

City of San Jacinto General Plan Update EIR; San Jacinto, CA. Tim was project principal to support the City of San Jacinto General Plan Update and EIR, including traffic, mobility, multimodal components. In this role, he provided high level of guidance and quality control.

City of San Marcos General Plan Update and EIR; San Marcos, CA. Kittelson is developing the updated mobility element for the City of San Marcos General Plan Update. As part of the General Plan Update effort, Tim is leading the multiple efforts taking place as part of this project, including the development of the mobility element and its analysis as part of the EIR, as well as the City's determination of appropriate SB 743 analysis criteria and guidelines.

City of La Mesa General Plan Update and EIR; La Mesa, CA. Tim led the transportation evaluation of the proposed update to the General Plan for the City of La Mesa. The Kittelson project team developed existing conditions for all modes of travel and estimated future roadway volumes using the SANDAG model. The team also identified transportation network impacts and proposed mitigation measures to address intersection and roadway conditions.

City of Glendale Land Use and Circulation Element Update/Transportation Impact Fee/SB 743; Glendale, CA. Kittelson is currently developing an updated circulation element for the City of Glendale and updating its citywide travel demand model. As part of this effort, Kittelson is preparing a VMT estimating tool for the City and developing its updated SB 743-compliant transportation impact study guidelines. Tim is leading coordination efforts with the City as its future land use plan, future circulation plan, SB 743 guidelines, travel demand model, and VMT estimating tools are being developed to ensure consistency between these multiple overlapping efforts.

City of La Verne Active Transportation Plan; La Verne, CA. Tim was the project principal for the development of the first Active Transportation Plan for the City of La Verne. Kittelson identified existing bicycle and pedestrian travel patterns and conflict points and conducted outreach to identify key destinations and constraints from the public. The project team proposed new bicycle routes, enhanced bicycle facilities, and improvement pedestrian facilities to encourage additional walking and biking citywide. Kittelson also coordinated policies and objectives with the ongoing General Plan Amendment.

Orange County Transportation Authority (OCTA) SB 743 Support; Orange County, CA. Tim assisted the Orange County Transportation Authority (OCTA) in identifying the recommended approach to implement Senate Bill 743 (SB743) throughout the County. He led the assessment of options for calculating vehicle-miles traveled (VMT) and developed map-based screening tools to illustrate VMT per capita and per employee for each city and TAZ. Tim worked with OCTA staff to modify the existing Congestion Management Program and traffic analysis guidelines to incorporate VMT into the analysis process.

FERNANDO SOTELO, PE, PTP | PRINCIPAL ENGINEER



EDUCATION

- MS, Civil Engineering (Transportation), University of Southern California
- BS, Naval Engineering, University of Sao Paulo, Brazil

YEARS OF EXPERIENCE

22

REGISTRATION

Professional Traffic Engineer: CA # TR 2770

AFFILIATIONS

- Institute of Transportation Engineers
- Orange County Traffic Engineers Council

Fernando Sotelo is a registered professional traffic engineer in California with a master's degree in transportation engineering. Fernando Sotelo has extensive experience in CEQA and the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. Fernando has been involved with assisting cities with conducting transportation analyses for general plans and specific plans. He also led programs to implement VMT metrics to comply with SB 743. These efforts include reviewing strategies to identify reductions to the use of single occupancy automobile use, promote the use of TDM measures to reduce VMT from land use projects, and identify potential VMT reduction programs. His professional experience with traffic and parking analyses also include transportation analyses for several land development projects such as schools, warehousing, mixed use, commercial, and recreation projects in southern and northern California. He focuses particular attention on issues such as vehicular circulation, site access, queuing, and pedestrian routes to school and safety. Fernando understands the complexities of transportation planning and has prepared transportation sections for EIRs for major projects such as general plan updates and specific plans.

PROJECT EXPERIENCE

City of Brea Laurel Elementary School Circulation and Parking Study; Brea, CA. Fernando served as project principal for the preparation of a traffic circulation and parking study for Laurel Elementary School. In addition to conducting the study, Fernando led stakeholder meetings with school staff and parents, the school district, City public works and police to discuss issues and potential solutions. Physical and operational recommendations were prepared to improve parking and traffic within and in the vicinity of the school campus. Several phases of improvements were prepared, ranging from low-cost short-term, to costly long-term reconfigurations.

City of Montebello General Plan Update, Environmental Impact Report, and Transportation Impact Guidelines; Montebello, CA. Kittelson is developing the updated circulation element for the City of Montebello General Plan Update and their Downtown Specific Plan area. Kittelson is updating the mobility element's goals, policies, and a circulation network to accommodate the City's envisioned land use and circulation buildout. The plan will provide an enhanced network of trails, enhance pedestrian and bicycle mobility and promote a vibrant and walkable downtown area and near rail stations. Fernando is serving as the lead for the technical analyses to review transportation impacts under CEQA.

City of Indian Wells General Plan Update and Environmental Impact Report; Indian Wells, CA. Fernando is the project manager for the City of Indian Wells General Plan Update. Kittelson is updating mobility elements for the City of Indian Wells General Plan Update and performing technical analysis in support of the EIR document. The mobility element focuses on expanding the bicycle and NEV network, integrating regional multi-use path connections, and providing complete street policies for residents, workers, and visitors. Fernando led the community workshop to inform the public and seek input for the mobility element update. Fernando manages day-to-day project activities, coordinates with City staff, and supports multiple tasks of this project, including the development of the mobility elements, the SB 743 VMT guidance in traffic impact analysis guidelines, and preparation of the transportation study to support CEQA review.

City of Lawndale General Plan Update/Hawthorne Boulevard Specific Plan; Lawndale, CA. Fernando is the Kittelson project manager for the preparation of an updated Circulation/Mobility Plan for the City of Lawndale. This plan addresses existing and future circulation issues, including the proposed extension of the Metro Green Line through the city. As part of this effort, citywide goals and policies were developed to improve active transportation and account for new vehicle-miles traveled (VMT) metrics. In addition, the proposed

rezoning of parcels along Hawthorne Boulevard is being explored to facilitate development of higher density residential uses and mixed-use commercial zones. As LA Metro is planning for a new commuter rail service throughout the area, potential rezoning and enhancements to access and circulation are being explored. Fernando led the preparation of the Transportation studies for CEQA review and is currently preparing the mobility plan for the Hawthorne Boulevard Specific Plan.

Clovis SB 743 VMT Metrics Implementation; Clovis, CA. Fernando served as the project manager and technical lead for the City of Clovis VMT metrics implementation project. As project manager, Fernando managed the consultant team, providing direction on technical work and deliverables, conducting quality control checks for analysis and deliverables, and leading communications with the City. The project included establishing metrics, thresholds, screening criteria and a VMT screening and mitigation tool, and the development of transportation impact study guidelines. Fernando has provided several options for the City to implement specific thresholds and screening, considering the city's characteristics within the region. He also assisted the City with outreach efforts in coordination with the building industry association in the Fresno area as a major stakeholder.

City of Los Banos General Plan Update, Los Banos, CA. Fernando was Kittelson's project manager and technical lead for the transportation components of the Los Banos General Plan Update. The Kittelson team's tasks have included developing the Circulation Element of the General Plan Update and the corresponding Environmental Impact Report (EIR) prepared for environmental review under the California Environmental Quality Act (CEQA). Kittelson has also provided traffic modeling review and forecasts, roadway segment and VMT analysis, and alternative transportation options. The results of the analysis and transportation recommendations were included in the General Plan Update document.

Fontana Downtown Core Project; Fontana, CA. Kittelson developed a circulation plan with substantial modifications to the downtown area and prepared a transportation analysis for proposed Downtown Core Project. Fernando served as the technical lead and project manager. The downtown area includes the Fontana Metrolink Station and City Hall. The Project consists of transit-oriented development and changes to parking and an enhanced bike and pedestrian network to invigorate redevelopment and encourage a mixed-use environment. Kittelson provided conceptual designs to accommodate a substantial amount of traffic, bicycle and pedestrian activity in the area, while considering constraints with the available roadway right of way. Several concepts were considered including roundabouts at key intersections, angled and parallel parking configurations, and several bike and transit facility configurations.

City of San Mateo General Plan Update and EIR; San Mateo, CA. Kittelson is developing the updated mobility element for the City of San Mateo General Plan Update. As part of the General Plan Update effort, Fernando served as task leader for the development of SB 743-consistent VMT methodologies and thresholds, an off-model VMT spreadsheet tool, and traffic study guidelines for projects in the City. Fernando led efforts to adopt City-specific metrics, thresholds, and the development of the City's draft guidelines, and develop a tool to assist the City in mitigating VMT impacts of development and transportation projects.

City of Baldwin Park Downtown Transit Oriented Development (TOD) Specific Plan; Baldwin Park, CA. Fernando served as the technical lead for the transportation evaluation and parking management plan for a transit-oriented development specific plan in downtown Baldwin Park. To improve access and circulation to the Baldwin Park Metrolink Station, Fernando assessed the potential for modifications to adjacent roadways, including changes to the lane configurations, on-street parking locations, and sidewalks/bicycle facilities. The parking management plan for the specific plan is including several parking management strategies to better utilize the existing parking supply, and to adequately accommodate the future mix of land uses while meeting the objectives of the specific plan. The management plan included strategies such as adopting parking occupancy and turnover targets, incentivizing shared parking for mixed used development areas, unbundled parking and more.

MICHAEL SAHIMI, AICP | SENIOR PLANNER



EDUCATION

- MURP, Transportation Policy and Planning, University of California, Los Angeles
- BA, Urban Studies, University of California, Irvine
- BA, Criminology, Law, and Society, University of California, Irvine

YEARS OF EXPERIENCE

8

CERTIFICATION

- American Institute of Certified Planners

AFFILIATIONS

- American Planning Association (APA), Member

Michael is an experienced transportation planner with expertise in traffic operations, environmental analysis, travel demand modeling and forecasting, circulation studies, and parking studies. He is also involved in active transportation and transit planning. Michael works with ArcGIS, Cube, TransCAD, Synchro, and Tranplan transportation software. His work has included coordination with several agencies in Southern California, including the San Bernardino County Transportation Authority and the Orange County Transportation Authority.

PROJECT EXPERIENCE

City of Anaheim Circulation Element Update; Anaheim, CA. Kittelson is preparing an update to the Circulation Element of the General Plan, which will outline the future transportation network, goals, and policies for the City for the next 10 years. For this effort, Kittelson is assessing existing and future conditions, determining how new development potential could affect transportation conditions. From this assessment, Kittelson will identify citywide roadway improvements to minimize congestion. Kittelson is also developing new goals and policies to plan for future mobility services, including shared-ride vehicles, micro-mobility, micro-transit, active transportation, connected/autonomous vehicles, and local transit. As deputy project manager, Michael has coordinated the preparation of public outreach materials and is currently developing multimodal recommendations.

City of Lake Forest General Plan Update; Lake Forest, CA. Kittelson conducted a transportation analysis for the Lake Forest, California, General Plan Update and Environmental Impact Report (EIR) document as well as providing input on the General Plan's transportation policies and objectives. Michael's role included examining existing transportation conditions to establish a baseline and understand the City's transportation needs, assisting in incorporating land use alternatives into the City's travel demand model, and preparing a transportation analysis to assess vehicle miles traveled (VMT) and level of service (LOS) conditions for the EIR. Michael also led the effort to prepare mobility-related goals and policies for the General Plan document.

Santa Ana Citywide Active Transportation Plan; Santa Ana, CA. Kittelson assisted in the update to the Active Transportation Plan for the City of Santa Ana. The vision of the project was to develop a prioritized list of bikeway network and pedestrian focus areas, analyze costs and alternatives for priority projects, and provide designs that would make it easier to walk and ride a bicycle in the city. Michael led the conceptual design process for four of the ATP's priority projects. Michael worked with Kittelson designers to incorporate both bicycle and pedestrian improvements along roadway segments as well as intersections and interchanges along the corridors, to assist the City in future grant applications. Michael also led the development of cost estimates for the City's priority projects.

City of Glendale Land Use and Circulation Element Update/Transportation Impact Fee/SB 743; Glendale, CA. Kittelson is developing an updated circulation element for the City of Glendale and updating its citywide travel demand model. As part of this effort, Kittelson is preparing a VMT estimating tool for the City and developing its updated SB 743-compliant transportation impact study guidelines. Michael is developing the City's off-model VMT estimating tool, which will be used to streamline VMT assessments for new development projects in place of running the full travel demand model. Michael is also researching applicable and effective TDM measures for projects in the City which will be incorporated into the VMT estimating tool.

City of San Marcos General Plan Update and EIR; San Marcos, CA. Kittelson is developing the updated mobility element for the City of San Marcos General Plan Update. As part of the General Plan Update effort, Michael will be leading the development of SB 743-consistent VMT methodologies and thresholds, an off-model VMT spreadsheet tool, and traffic study guidelines for projects in the City. Michael will be working with the City to determine whether the City should adopt OPR or San Diego Association of Governments (SANDAG) recommendations or adopt City-specific metrics, thresholds, and criteria. In addition, Michael will be researching the effectiveness of various TDM measures to implement in San Marcos to mitigate VMT impacts of development and transportation projects.

City of La Verne General Plan Update and Environmental Impact Report; La Verne, CA. Kittelson developed the circulation and mobility sections of the General Plan Update for the City, including mobility-related policies and objectives with respect to automobile, active transportation, transit and freight circulation, and on- and off-street parking. Michael helped to develop the Plan Update and Environmental Impact Report (EIR) for this project, and his role included examining existing transportation conditions to establish a baseline and understand the City's transportation needs, developing the Mobility Element, and assessing the General Plan Update's transportation impacts for the EIR. Michael also assisted with gathering and analyzing existing conditions data.

San Bernardino County General Plan Update and EIR; San Bernardino County, CA. Michael assisted with the update to the General Plan for the County of San Bernardino, the largest county in the nation. His role included researching existing conditions in the County's unincorporated communities to establish a baseline for the update, and preparing a memo discussing future improvements, opportunities, and constraints at the county level. Michael coordinated modeling efforts for the project and tested various land use scenarios for the County. This involved numerous socioeconomic data modifications and full model runs of SBTAM through TransCAD to assess the potential implications of different land use growth patterns. Michael also led traffic data collection efforts across the county in support of the EIR. As part of this effort, Michael also prepared a guidance memorandum for the County to incorporate Senate Bill 743 (SB 743) and vehicle miles traveled (VMT) into their transportation impact analysis guidelines.

City of Hayward Downtown Specific Plan; Hayward, CA. Kittelson provided transportation analysis support to the City for its new Downtown Specific Plan. This plan replaces six different, overlapping planning and zoning documents adopted between 1987 and 2002. Michael was the lead analyst for the traffic study, conducting an impact analysis on study area intersections and other transportation facilities to be mitigated. This traffic analysis was documented in the form of a transportation impact study which was incorporated into the full EIR.

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

City of Brea

City Council Regular Meeting Communication

Restated and Amended Joint Powers Agreement for Integrated Law & Justice Agency for Orange County (ILJAOC)

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CONSENT CALENDAR Item: 6D

FROM
Bill Gallardo, City Manager

RECOMMENDATION

Approve proposed amendments to the October 24, 2022, Restated and Amended Joint Powers Agreement for Integrated Law & Justice Agency for Orange County (ILJAOC),

BACKGROUND/DISCUSSION

On December 20, 2005, the Brea City Council adopted the proposed Joint Powers Authority Agreement (JPA) to form the Integrated Law and Justice Agency for Orange County (ILJAOC).

The JPA currently has 25 Members, listed below, representing each city that has a Municipal Police Department, including the County of Orange for its identified Departments. The JPA was formed to allow Criminal Justice Agencies in Orange County to jointly address new technology projects on a regional basis, as well as improved business processes affecting the efficiency of the Criminal Justice System in Orange County. It has the authority to move the represented agencies forward collectively on issues that would be virtually impractical to accomplish on an agency-by-agency basis.

Member Agencies

Anaheim	Fountain Valley	La Palma	Santa Ana
Brea	Fullerton	Laguna Beach	Seal Beach
Buena Park	Garden Grove	Los Alamitos	Superior Court of CA, County of Orange
Costa Mesa	Huntington Beach	Newport Beach	Tustin
County of Orange	Irvine	Orange	Westminster
Cypress	La Habra	Placentia	University of CA, Irvine Police Department
California State University, Fullerton Police Department			

The Member Agencies originally adopted the Joint Powers Agreement (the“Agreement”) on September 3, 2008. The Agreement was amended and approved by all member agencies on June 8, 2015. On October 24 2022 additional amendments were proposed. For the amendments to take effect, each member agency must approve the amendments to the Agreement. The attachments ILJ Revised JPA – Proposed Amendments Redline and Carney Mehr Staff Report identify the proposed amendments and highlighted below:

- Page 1: The amendments list the date of the proposed amendment and clarify when the original Agreement was adopted.
- Page 2: The amendment adds the last date the Agreement was restated and amended.
- Page 7:
  - Section 3.01: The amendment clarifies the ongoing membership of the ILJ.
  - Section 3.02: The amendment confirms that the Orange County Chiefs' and Sheriff's Association shall appoint six Board Members and one alternate Board Member who may serve as a voting member in the event less than all six voting Board Members are present when a vote is called.
- Page 8:
  - Section 3.02: This amendment clarifies that Board Members that do not serve in an elected position may be removed for any reason by their respective appointing authorities and differentiates elected officials who may only be removed by recall.
  - Section 3.03: This amendment requires that each Board Member shall have at least one alternate, and no more than two alternates, with the exception of the elected Board Members who shall have at least one alternate and no more than three alternates.
  - Section 3.04: This amendment distinguishes non-voting Member Agency representatives from the public for purposes of continuing to engage in discussion separate and apart from public comment.
- Page 11: Section 3.16: This allows the Board latitude to appoint legal counsel as it sees fit and mirrors the language of the Board's ability to appoint an Executive Director.
- Page 22: Section 8.01: The amendment allows any future amendments to be executed in digital format, by digital signatures, and in counterparts.
- Page 25: The amendment removes the requirement that an Agency's mayor must execute an amendment to the Agreement in recognition of the fact that some or all Member Agencies may have delegated the ability to approve an amendment to the Agreement to a designee of the City Council and that not all Member Agencies have a mayor.

In summary, approving the proposed amendments to the October 24, 2022, Restated and Amended Joint Powers Agreement for Integrated Law & Justice Agency for Orange County (ILJAOC) accepts and acknowledges its official record.

FISCAL IMPACT/SUMMARY

No fiscal impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Yerika Ambriz, Senior Management Analyst
Concurrence: Adam Hawley, Chief of the Brea Police Department

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Attachments

Revised JPA - Approved 10-24-2022 (fillable form) (1).pdf

Carney Mehr Staff Report Amendments to JPA Agreement.pdf

ILJ Revised JPA - Proposed Amendments Redline (1).pdf

RESTATED AND AMENDED JOINT POWERS AGREEMENT
FOR
INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY
(ILJAOC)

This Amended Joint Powers Agreement (Agreement) is made and entered into by and between the listed cities, other entities, and County of Orange listed below, collectively referred to as "Member Agencies". This Amendment to the Agreement is dated October 24, 2022 for reference purposes.

Member Agencies

Anaheim	Fountain Valley	La Palma	Santa Ana
Brea	Fullerton	Laguna Beach	Seal Beach
Buena Park	Garden Grove	Los Alamitos	Superior Court of CA, County of Orange
Costa Mesa	Huntington Beach	Newport Beach	Tustin
County of Orange	Irvine	Orange	Westminster
Cypress	La Habra	Placentia	University of CA, Irvine Police Department
California State University, Fullerton Police Department			

R E C I T A L S

WHEREAS, the Member Agencies entered into an Agreement entitled "Joint Powers Agreement for Integrated Law & Justice Agency for Orange County" originally dated September 3, 2008 to create the Integrated Law and Justice Agency for Orange County; and

WHEREAS, the Member Agencies previously restated and amended said Joint Powers Agreement on June 8, 2015; and

WHEREAS, the Member Agencies desire to restate and amend said Joint Powers Agreement; and

WHEREAS, the Member Agencies have and possess the power and authorization to finance, organize, and establish a public agency to facilitate the integration and sharing of criminal justice information for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Member Agencies propose to join together to establish, operate, and maintain an agency for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request services for the benefit of their lands and inhabitants; and

WHEREAS, the Member Agencies anticipate that from time to time it may be necessary to amend this Agreement and/or consider adding new Member Agencies;

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

I
PURPOSE

1.01 The purpose of the Integrated Law and Justice Agency for Orange County (ILJAOC) is to cooperate with each Member Agency in the exercise of some or all of their powers to establish a separate agency to facilitate the integration and sharing of criminal justice information/data in the manner set forth in this Agreement.

1.02 Each Member Agency expressly retains all rights and powers to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own information system needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the ILJAOC created herein, shall not have authority to impair or control any of the Member Agencies' respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall

any Member Agency be required to provide additional personnel, equipment, or services to the ILJAOC, which are not already a part of the Member Agency's current operational costs, or which requires them to modify their non-ILJAOC systems or services, without their consent and full cost reimbursement from other Member Agencies or other revenue sources.

1.03 Each Member Agency expressly retains all rights and powers to use other funds or funding sources to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their information services. Nothing in this Agreement shall be construed to require a Member Agency (i) to disclose any information that the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose, or (ii) to do any act that the Member Agency determines, in its sole discretion, is contrary to law or public policy.

1.04 The ILJAOC is intended to provide criminal justice and law enforcement officials who have a need and right to know, with comprehensive, timely, and accurate information about a criminal suspect or offender, including identity, criminal history, and current justice status. In addition, it is intended to

a) Allow criminal justice practitioners to maintain legacy databases and share only information that has been agreed upon in advance by a majority vote of the Board or the individual agency affected.

b) Reduce redundant document preparation, data entry, transmission, and storage.

c) Strive to identify and achieve common interests to enhance public safety and due process.

d) Maintain individual privacy rights, preserve protections agencies have for public records and promote appropriate access controls and security.

e) Support the development of effective criminal justice policy in keeping with the objectives of the Orange County Integrated Law & Justice Strategic Plan

("Strategic Plan") adopted by the Orange County Chiefs & Sheriff's Association in April 2001, and any amendments to that plan as approved by a majority vote of the Board.

f) Strive for the compatibility of automated systems and processes among the various components of the Orange County Criminal Justice System.

g) Acknowledge that each Member Agency is responsible for internal agency security for their records, technical support, etc.

h) Recognize that in order to achieve overall success, resources (personnel, software, hardware, etc.), will be shared willingly and in some cases unequally by the Member Agencies, as long as that cooperation does not adversely impact the mission of the sharing member.

i) Allow the Member Agencies to work together to implement the adopted Strategic Plan (and subsequent amendments to that plan), for an Integrated Law & Justice System through the information sharing which will result from that collaborative effort.

1.05 Member Agencies are not required to seek approval from the ILJAOC to purchase, install, or modify their own (non-ILJAOC owned) equipment, services, or work performed in conjunction with any legislative mandate/authority granted to or required of Member Agencies in order to carry out their respective responsibilities. Furthermore, the ILJAOC has no power or authority to control, interfere with, or inhibit Member Agencies from conducting their own internal business and/or providing their own (non-ILJAOC owned) resources or services to other entities, which may or may not be members of or served by the ILJAOC. Any changes to software or additional hardware that have been integrated into a Member Agency's existing infrastructure as part of a requirement to implement the initiatives approved by the ILJAOC Governing Board will become the sole property of that Member Agency, when without those enhancements, the agency could no longer operate their systems independent of the ILJAOC.

1.06 Member Agencies may modify, upgrade, or otherwise alter any of their internal systems or processes without approval of the ILJAOC, as long as those modifications do not inhibit the exchange of offender data and systems implemented and/or funded by the prior action of the ILJAOC. Notwithstanding anything to the contrary herein, a Member Agency shall have no obligation to seek approval from the ILJAOC for any modification to that Member Agency's internal systems or processes that is mandated by the State, or by any law or regulation governing the affected Member Agency.

1.07 In gathering and sharing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations.

II

CREATION OF THE INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY

2.01 By this Agreement, the Member Agencies hereby create a separate legal entity to be known as the Integrated Law & Justice Agency for Orange County ("ILJAOC"). The Member Agencies may agree on a different name for the ILJAOC.

2.02 The ILJAOC shall possess in its own name, and the Member Agencies delegate to it, the following enumerated powers:

a) To make and enter into contracts consistent with this Agreement, including, but not limited to, contracts to purchase and/or dispose of supplies and equipment to carry out the implementation of the Strategic Plan and any adopted amendments to that plan.

b) To receive compensation, gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.

c) To sue and be sued in its own name.

d) To apply for an appropriate grant or grants under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.

e) To appoint committees, adopt rules, regulations, policies, by-laws, and procedures governing the operation of the ILJAOC.

f) To add Member Agencies to the ILJAOC as approved by the ILJAOC Board in accordance with the terms of this Agreement.

g) To execute agreements and resolutions consistent with the terms of this Agreement.

h) To appoint/hire officers, employees, and/or agents.

2.03 Said powers shall be exercised in the manner provided by California law, including, without limitation, the Joint Exercise of Powers provisions of Government Code section 6500, et seq., and, except as expressly set forth herein, the Treasurer/Controller shall be subject to the restrictions upon the manner of exercising such powers as are imposed upon the Member Agency whose employee or officer is designated as the ILJAOC Treasurer/Controller pursuant to Section 3.12 below. The Member Agency's Treasurer/Controller appointed by the Governing Board shall serve a minimum three-year term at the discretion of the Board, so as to minimize any disruptions in carrying out his/her responsibilities.

2.04 Except as provided herein, the member agencies agree that all supplies and equipment purchased by the ILJAOC shall be owned and controlled by the ILJAOC as its sole and separate property and not as property of any Member Agency.

2.05 The ILJAOC shall operate as a separate legal entity and incur debt, separate and apart from the Member Agencies, and its debts, obligations, and liabilities shall be its own and not that of the Member Agencies, except as specifically provided for herein.

III
ORGANIZATION

3.01 The membership of the ILJAOC shall be the original Member Agencies, and any additional Agencies whose admission is unanimously approved, in accordance with the terms of this Agreement, by the ILJAOC Governing Board, but shall exclude any Agencies that have opted to withdraw.

3.02 The ILJAOC shall be governed by a voting Board consisting of six (6) Member Police Chiefs, each elected for a three-year term by the Orange County Chiefs' & Sheriff's Association to represent those Member Agencies with Police Departments. The Orange County Chiefs' & Sheriff's Association shall also designate one alternate Member Police Chief to serve as a voting member in the event less than six voting Board Members are present when a vote is called. In addition to the Police Chief representatives, other voting members of the Board will be the Sheriff, the District Attorney, the Chief Probation Officer, the Public Defender, one (1) representative from the Orange County Executive's Office, who will serve at the County of Orange CEO's pleasure, the Presiding Judge of the Orange County Superior Court, the Chief Executive Officer of the Orange County Superior Court, and three (3) City Manager representatives, who shall be elected for a minimum of three-year terms by the Orange County City Managers Association, with at least one (1) of those City Manager representatives being from a "contract city" in the County. Each Board member, or in the absence of a Board member, an alternate designated in advance by each said Board Member, shall have one vote on all matters before the Board. Such alternate members may be replaced from time-to-time at the appointing Board Member's discretion. All non-elected Board Members may be removed with or without cause by their respective appointing authorities.

3.03 Each Board Member, with the exception of the Sheriff, District Attorney, and Public Defender, shall designate at least one alternate and no more than two alternates to attend meetings and vote on behalf of the Board Member's respective Member Agency. The Sheriff, District Attorney, and Public Defender shall each designate at least one alternate

and no more than three alternates to attend meetings and vote on behalf of the Board Member's respective Member Agency.

3.04 The representatives of non-voting Member Agencies shall be permitted to engage in discussion of agenda items with voting Board Members, including the time period after a motion has been made and before a vote is taken, and shall not be considered members of the public at any ILJAOC meeting for purposes of public comment.

3.05 Each voting Board member shall hold office until a successor is selected, elected, hired or appointed under the powers of this Agreement and each Member Agency. The term of a Board member or alternate (both voting and non-voting) who is a public official or employee of a Member Agency shall terminate upon such Board Member leaving his or her position with the Member Agency. The vacancy of such a member who has left his or her position shall be filled by selection, election, or appointment according to the selection process adopted by this Agreement and the Member Agency whose representative has left his or her position.

3.06 Board members and alternates shall not receive compensation for their service on the ILJAOC Board, but they may be reimbursed by the ILJAOC for reasonable expenses incurred in conducting the business of the ILJAOC, as provided in this Agreement, when the expenses are not paid or reimbursed by their respective employing Member Agencies.

3.07 The principal office of the ILJAOC shall be established by the Board and shall be located within the County of Orange. The Board may change the principal office from one location to another within the County of Orange. Any change of address shall be noted by the Board but shall not be considered an amendment to this Agreement.

3.08 The Board shall meet at a location as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. A copy of such resolution shall be furnished to the Member Agencies. All meetings of the Board, including regular, adjourned, and special meetings, shall be called

and held in a manner as provided in the Ralph M. Brown Act, Chapter 9, Division 2, Title 5 of the California Government Code commencing with section 54950 et seq., as amended

3.09 All of the powers and authority of the ILJAOC shall be exercised by the Board unless specifically delegated, to the extent permitted by law, or reserved to the Member Agencies under this Agreement. Unless otherwise provided herein, each voting Board Member shall be entitled to one (1) vote. Except as otherwise provided herein, a majority of the full voting membership of the Board or their alternate present at a properly noticed meeting, shall constitute a quorum for purposes of transacting business. A majority vote of that quorum may adopt any motion, resolution, or order and take any other action appropriate to carry forward the objectives of the ILJAOC pursuant to this Agreement, with the exception of the adoption of the budget or other appropriations in excess of the adopted budget as outlined in Section 4.04 of this Agreement, in which case a two-thirds majority of the entire voting membership or their alternates is required for approval.

3.10 The Board shall designate a recording secretary to establish, distribute, and post agenda notices as required by law, keep the minutes of all open meetings of the Board, and cause a copy of such minutes to be forwarded to each Member Agency within a reasonable time after each meeting.

3.11 The Board may adopt policies, rules, and regulations for the conduct of its administrative affairs and that of the ILJAOC as may be required and that are consistent with this Agreement.

3.12 Where this Agreement requires an approval of a resolution or ordinance by any Member Agencies in any matter, the approval shall be evidenced by a certified copy of the resolution or ordinance of the governing body of such Member Agency filed with the ILJAOC. It shall be the responsibility of the Board to provide certified copies of said actions.

3.13 On an annual basis, the Board shall elect two Board members to act as Chair and Vice-Chair of the Agency for the purpose of conducting the Board meetings and performing other duties as required. The Vice-Chair may carry out all the duties of the Chair in his/her absence.

3.14 The Board shall appoint an officer or employee of a Member Agency to hold the offices of Treasurer and Controller ("Treasurer/Controller"), whose duties shall be in conformance with Government Code sections 6505 and 6505.5, and whose salary, if any, shall be established by the Board. The Treasurer/Controller shall also administer all contracts subsequent to the Board's approval and shall contract with a certified public accountant to make an annual audit of the accounts and records of the ILJAOC as provided in Government Code section 6505. The annual audit shall be submitted to the Board and each Member Agency when completed. The budget, covering a budget cycle set by the Board, shall be prepared by the Treasurer/Controller for the approval by the Board. The ILJAOC's investment policies shall be the policies of the Member Agency of the Treasurer/Controller, as those may be modified by the Board of the ILJAOC. The cost of the Treasurer/Controller in carrying out his/her duties, including, with limitation, any outside professional services, shall be reimbursed by the ILJAOC.

3.15 The Board shall have the power to appoint/hire additional officers, employees, or agents. Any officer, employee, or agent of the ILJAOC who is an officer, employee, or agent of any of the Member Agencies will continue to be subject to the Member Agency's personnel system. However, the ILJAOC may hire employees that are subject to the personnel system of the ILJAOC and said employees shall not be considered employees of any Member Agency. Any person from any Member Agency appointed by the Board to fulfill a staff position with the ILJAOC shall possess appropriate qualifications to carry out his or her responsibilities.

3.16 The Board may appoint legal counsel, by contract or otherwise, to provide legal counsel to the Board, Executive Director, and any other ILJAOC staff regarding the operations of the ILJAOC.

3.17 The officers of the ILJAOC Board shall perform all duties customary and appropriate to their respective offices and:

a) After approval by the ILJAOC Board, the Board Chair shall sign all contracts on behalf of the ILJAOC Board.

b) The secretary shall perform such duties as assigned by the Board and shall keep minutes of the Board meetings.

c) The Treasurer/Controller shall be bonded in the amount to be determined by the Board and the bond fee shall be paid by the ILJAOC. The Treasurer/Controller shall perform the duties as set forth in this Agreement.

3.18 The Board may appoint an Executive Director by contract or otherwise to oversee day-to-day operations of the ILJAOC. The Executive Director shall manage the daily operations of the ILJAOC and supervision of any other ILJAOC employees.

3.19 All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all relief, pension, disability, worker's compensation, and other benefits which apply to the activities or omissions of officials, officers, employees, volunteers, or agents of any of the Member Agencies when performing their respective functions for their respective Member Agency shall apply to such person(s) to the same degree and extent while they are assigned to the ILJAOC to perform and are performing any of the functions and other duties of the ILJAOC pursuant to authority granted by this Agreement. None of the officials, officers, agents, volunteers, or employees of a Member Agency appointed to the Board or performing services at the direction of the ILJAOC shall be deemed by reason of their appointment or service to be employed by any of the other Member Agencies or the ILJAOC or be subject to any of the requirements of the other Member Agencies.

IV
BUDGET AND DISBURSEMENTS

4.01 The Board shall adopt a budget for the ensuing fiscal year(s) pursuant to procedures developed by the Board. At the conclusion of each fiscal year, the Treasurer/Controller shall make a report to the Board regarding the excess or deficiency of revenues over (or under) expenditures. Such report shall include “budget to actual” comparisons based upon the previously adopted budget. Upon receipt of the report, the Board shall determine what extent, if any, unexpended budgetary appropriations shall be

re-appropriated or whether any excess of revenues over expenditures shall be allocated or expended.

4.02 The Treasurer/Controller shall draw warrants upon the approval and written order of the Board or the Board's Executive Director. The Board shall requisition the payment of funds only upon approval of such claims or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and by-laws adopted by the Board.

4.03 All funds received by the Treasurer/Controller for services provided by the ILJAOC, will be placed in object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Board on a quarterly basis, unless otherwise required by the Board.

4.04 All expenditures within the approved budget shall be made upon the approval of the Treasurer/Controller in accordance with the rules, policies, and procedures adopted by the Board. No expenditure in excess of those budgeted shall be made without the two-thirds majority approval of the entire Board, and the budget shall thereafter be revised and amended.

4.05 The records and accounts of the ILJAOC shall be audited annually by an independent certified public accountant and any cost of the audit shall be paid by the ILJAOC. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. Copies of such audit report shall be filed with each Member Agency no later than fifteen (15) days after receipt of said audit by the Board.

4.06 The Member Agencies have agreed by resolution through their respective Governing Authorities to fund on a shared basis, the costs of the ILJAOC operations, and capital in excess of any grant funds, through annual budget appropriations. Each Member Agency's agreement to provide such funds in fiscal years after the fiscal year in which the

original ILJAOC Joint Powers Agreement was executed, is contingent upon appropriation by the governing body of that Member Agency of sufficient funds for that purpose. The subject resolutions shall not limit the authority of each Member Agency to cease appropriations for the ILJAOC operations as determined by their respective Governing Authorities, provided, however, that a decision to cease appropriations shall be subject to the terms of Section 6.02 below. In addition, where the ILJAOC has an obligation under the terms of this Agreement to reimburse a Member Agency for providing personnel, equipment, and/or services to the ILJAOC, the Member Agency providing such personnel, equipment, and/or services may waive its right to reimbursement. When a Member Agency incurs costs eligible for reimbursement under the terms of this agreement, those costs shall include only those which are not part of the Member Agency's pre-existing infrastructure/operation prior to the effective date of this Agreement. They also shall not include overhead charges. Costs for the ILJAOC operations referenced in accordance with this Section 4.06 shall be shared as follows:

a) Member Agencies with Municipal Police Departments and the Orange County Sheriff's Department, which serves the unincorporated area of the County as well as their "contract cities," shall be determined on a per capita served basis, with the combined total amount not to exceed 80% of total costs.

b) County of Orange; an amount not to exceed 15% of total costs.

c) The Superior Court of California, County of Orange; an amount not to exceed 5% of total costs.

d) The University of California Police Department; an amount not to exceed 0.75% of total costs.

e) California State University, Fullerton Police Department, an amount not to exceed 0.75% of total costs.

4.07 The Member Agencies acknowledge and agree that the ILJAOC will act as a conduit for the management, direction, and provision of integrated services to the

Member Agencies and to other public agencies that contract with ILJAOC for such services.

4.08 Based on information provided by the Executive Director or other designated representatives of the ILJAOC, the Treasurer/Controller shall keep a written account of any services provided to other public agencies by the ILJAOC. All revenues received from other public agencies contracting or receiving services from the ILJAOC for services shall be used to offset the costs incurred by the ILJAOC. The Governing Board shall determine whether those funds shall be placed in a Capital Reserve or otherwise allocated in the ILJAOC's Budget and/or projected costs to Member Agencies.

4.09 In establishing rates for services to non-Member Agency public agencies, the Board shall assure that the contracts for such services provide for the reimbursement of the actual expenses of providing all services of the ILJAOC, including insurance coverage for the ILJAOC's personnel and equipment. Payment for the ILJAOC services by contracting public agencies shall be made on a monthly basis, or no less frequently than on a quarterly basis (unless paid in advance) to the Treasurer/Controller of the ILJAOC. The Treasurer/Controller shall provide a written quarterly account to the Board of all revenues and expenses of the ILJAOC services to other public agencies.

4.10 The ILJAOC budget shall include the provision for a Capital Replacement fund that will provide for, among other things, the replacement of the equipment owned and operated by the ILJAOC. The ILJAOC Board annually shall recommend to the Member Agencies amounts needed for Capital Replacement. The amount of the provision for Capital Replacement in each ILJAOC annual budget will depend on the amounts appropriated by the Member Agencies for such purposes during each fiscal year. Said funds shall be transferred to the ILJAOC monthly by the Member Agencies for deposit in the ILJAOC's Capital Replacement fund. The actual purchase of new equipment and disposal of unneeded equipment shall be done whenever determined appropriate and justified by the Board.

4.11 All revenues derived from service contracts with other public agencies shall be maintained in a separate revenue account for the ILJAOC. The Treasurer/Controller

shall be responsible for accounting for all such revenue. The Board shall be responsible for determining the appropriate allocation of such funds as part of the budget adoption process.

V
L I A B I L I T I E S

5.01 Except as provided in Section 8.05 of this Agreement, the ILJAOC and the Member Agencies agree, to the extent allowed by law, that the Member Agencies shall be fully protected from any loss, injury, liability, damage, claim, lawsuit, cost, or expense arising out of, or in any way related to, the performance of this Agreement by the ILJAOC. Accordingly, the provisions of this Agreement should be broadly construed in favor of protection for the Member Agencies and interpreted to provide the fullest possible protection to the Member Agencies and Member Agency's officials, officers, agents, volunteers, and employees. ILJAOC acknowledges that the Member Agencies would not have entered into this Agreement in the absence of the commitments of the ILJAOC as specified in this Article V.

5.02 The Member Agencies acknowledge that each Member Agency may be assigning its own personnel to a cooperative pool of personnel to provide service to the ILJAOC. The ILJAOC shall be solely responsible for and retain all debts, liabilities, and other obligations for all activities of the ILJAOC, and shall maintain sufficient insurance coverage in effect at all times to cover any such claim, loss, liability, or obligation, as recommended by the ILJAOC Risk Manager and approved by the Board.

5.03 Except as provided in Section 8.05, the ILJAOC shall protect, defend, indemnify, and hold free and harmless the Member Agencies and their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by ILJAOC employees or employees of Member Agencies who are performing ILJAOC functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney’s fees and costs, resulting or arising out of or in any

way connected with the negligent acts or failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the ILJAOC. In addition, and without limiting the foregoing indemnification obligation, except as provided in Section 5.04, the ILJAOC will maintain sufficient insurance coverage in effect at all times as recommended by their Risk Manager, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

5.04 Any contract with a non-member public agency ("non-Member Agency") receiving services from the ILJOAC shall include a mutual indemnification provision wherein the non-Member Agency and the ILJAOC shall mutually agree to defend and indemnify the other in an amount equal to its proportionate share of liability on a comparative fault basis. The contract shall also provide that: 1) The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the contract; and 2) The obligation of the non-Member Agency and the ILJAOC pursuant to the indemnification provision will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the contract and that is sustained by any third party, any agent, or contractor of the non-Member Agency or the ILJAOC. Notwithstanding the foregoing, in situations where a non-Member Agency lacks the authority to enter into an agreement containing the specific terms specified above in this Section 5.04, the ILJAOC may enter into an agreement without such terms (or including only some of those terms) only after (1) a finding by and affirmative vote of a two-thirds majority of all voting Board members, or their alternates, that the risk of entering into such an agreement is outweighed by the benefit to be obtained by entering into the agreement, and (2) a determination by the ILJAOC's Risk Manager that insurance provisions applicable to the agreement are adequate given the specific risks presented.

5.05 Member Agencies shall be responsible for the continued provision of worker's compensation coverage for the officers or employees of the Member Agencies that are assigned to provide services to the ILJAOC and/or serve as officers or employees of the ILJAOC. In this regard, each Member Agency shall defend, indemnify, and hold harmless the ILJAOC and any other Member Agencies, and their respective officials

officers, employees, contractors, agents, and representatives with respect to any claim, loss, liability, damage, lawsuit, cost, or expense, including attorney's fees and costs, that arises out of, or is in any way related, to any industrial/worker compensation injury sustained by an officer or employee of the indemnifying Member Agency during the performance of service to the ILJAOC or the other Member Agencies under this Agreement.

5.06 ILJAOC shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the ILJAOC and each Member Agency from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance.

The Risk Manager, or his/her designee, of one Member Agency shall be designated by the Board, with the consent of the Member Agency, as the "ILJAOC Risk Manager" and shall act in an advisory capacity to the ILJAOC Board to provide guidance in the area of risk management, loss control, insurance procurement, and claims management. Should a Member Agency Risk Manager not be available to serve the ILJAOC, the Board may designate someone who has comparable experience to serve in that capacity. The ILJAOC Risk Manager will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

During the term of this Agreement, the ILJAOC shall purchase and maintain sufficient amounts of commercial insurance coverage at the equally shared cost to the Member Agencies. The types, limits, retention levels, deductibles, policy forms, and carriers providing the above required insurance coverages shall be recommended by the ILJAOC Risk Manager to the Board for its approval, consistent with this Agreement.

VI
ADMISSION AND WITHDRAWAL OF PARTIES

6.01 Additional public agencies may become Member Agencies of the ILJAOC upon such terms and conditions as are determined by the Board, and upon the unanimous

consent of the ILJAOC Governing Board, so long as such addition(s) are not projected to increase costs to existing Member Agencies. Upon approval by the ILJAOC Governing Board, a written amendment to this Agreement shall be executed by all of the existing Member Agencies, as well as the additional Member Agency. Should increased costs to existing Member Agencies be anticipated due to the addition of a new public agency, unanimous approval must be received from the governing bodies of the existing Member Agencies, as evidenced by approval of resolutions and the execution of a written amendment to this Agreement by all of the Member Agencies, including the additional Member Agency.

6.02 Member Agencies have the right to withdraw from the ILJAOC. Such withdrawals, either voluntarily or involuntarily, shall be conditioned as follows:

a) Involuntary withdrawal shall mean those circumstances where a Member Agency must withdraw due to fiscal or budgetary impact of that Member Agency that results in the discontinuance or reduction of the funding for personnel, services, or equipment by that Member Agency.

b) In the case of a voluntary withdrawal, written notice shall be given one hundred eighty (180) days prior to the end of a fiscal year except that such notice requirement may be shortened (i) by unanimous approval of the Board members present at the meeting at which the Board considers shortening the notice requirement, or (ii) upon breach of this Agreement by the ILJAOC or any Member Agency, in which case the withdrawing Member Agency may withdraw effective at any time.

c) Neither voluntary nor involuntary withdrawal shall relieve the withdrawing Member Agency of its obligations for its proportionate share of any debts or other liabilities incurred by the ILJAOC prior to the effective date of the Member Agency's withdrawal (with the exception of new purchases of capital equipment after the date of the Member Agency’s notice of withdrawal), nor any liabilities imposed upon or incurred by the Member

Agency pursuant to this Agreement prior to the effective date of the Member Agency's withdrawal.

d) The withdrawing Member Agency shall retain all rights and claims relating to revenues received by the ILJAOC during the time period that the Member Agency provided personnel, services, or equipment under the ILJAOC direction.

e) The withdrawing Member Agency shall be entitled to remove its personnel and any equipment whose title was not transferred in writing to the ILJAOC from the possession and control of the ILJAOC, regardless of the impact on the ILJAOC or its continued operation. The withdrawing Member Agency may also recover any other equipment no longer needed by the ILJAOC, including equipment it previously transferred to the ILJAOC, according to the terms and conditions determined by the Board in its sole discretion to be fair and equitable. The ILJAOC Board may choose to exempt a Member Agency from any of the listed conditions, but may not impose any conditions other than those listed.

VII
TERMINATION AND DISPOISTION OF ASSETS

7.01 The ILJAOC shall continue to exist and exercise the powers herein until this Agreement is terminated by a vote of two-thirds of the entire Board; provided, however, that no termination shall be complete and final until the ILJAOC has satisfactorily disposed of all financial obligations and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the ILJAOC.

7.02 Termination shall occur upon:

a) The written consent of all Member Agencies; or

b) Upon the withdrawal from the ILJAOC of a sufficient number of the Member Agencies that results in a lack of effectiveness as determined by a two-thirds vote of the remaining Board Members; and

1. Full satisfaction of all outstanding financial obligations of the ILJAOC; and

2. All other contractual obligations of the ILJAOC have been satisfied.

7.03 In the event of the termination of this Agreement, any funds remaining following the discharge of all obligations shall be disposed of by returning to each current Member Agency of the ILJAOC immediately prior to the termination of this Agreement, a share of such funds proportionate to the contribution made to the ILJAOC by said Member Agency, to the extent determined by the Board in its sole discretion to be fair and equitable.

7.04 Notwithstanding any other provisions of this Agreement, the Member Agencies agree to abide by the following procedure for selling of equipment in the event this Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, the Member Agencies each shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board, which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Member Agencies in a manner consistent with the cost-sharing format outlined in Paragraph 4.06 (a), (b), and (c) of this Agreement, and any modifications to that formula adopted by the Board.

V I I I
M I S C E L L A N E O U S

8.01 Amendments

Except as otherwise specified in this Agreement, this Agreement may be amended with the unanimous approval of all Member Agencies; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the ILJAOC. An Amendment to this Agreement may be executed in any number of actual or digital counterparts. The counterparts together will be taken to constitute one and the same instrument. An Amendment will have effect upon execution by all Member Agencies.

8.02 Notices

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the Member Agencies, shall be deemed to have been received by the Member Agency to whom the same is addressed at the expiration of five (5) days after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

8.03 Effective Date

This Agreement shall be effective at such time as this Agreement has been executed by the majority of the voting Member Agencies enumerated in the introduction of this Amended Agreement.

8.04 Conflicts of Interest

No official, officer or employee of the ILJAOC or any Member Agency shall have any financial interest, direct or indirect, in the ILJAOC. Nor shall any such officer or employee participate in any decision relating to the ILJAOC that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation.

8.05 Mediation

a) Any controversy or claim between any Member Agencies, or between any such Member Agency or Member Agencies and the ILJAOC, with respect to the ILJAOC's operations, or to any claims, disputes, demands,

differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by mediation.

b) The Member Agency desiring to initiate mediation shall give notice of its intention to every other Member Agency and the ILJAOC. Such notice shall designate such other Member Agencies as the initiating Member Agency intends to have bound by any award made therein.

c) Each Member Agency involved in the mediation shall bear its own legal costs, including attorney fees.

8.06 Partial Invalidity

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.07 Successors

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

8.08 Assignment

A Member Agency shall not assign any rights or obligations under this Agreement without the written consent of all other Member Agencies.

8.09 Execution

The Governing Authorities of the Member Agencies enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively.

8.10 Entire Agreement

This Agreement supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the ILJAOC and all Member Agencies.

Dated: CITY OF: _____

_____

By: _____

Title: _____

ATTEST:

_____

Clerk of the City of _____

APPROVED AS TO FORM:

_____

City Attorney

CARNEY MEHR
A Legal Corporation

S T A F F R E P O R T

TO: Board of Directors, Integrated Law & Justice Agency for Orange County

FROM: Kendra L. Carney Mehr, Legal Counsel

DATE: October 24, 2022

RE: Amendments to ILJAOC's Joint Powers Agreement

Introduction

It has been seven years since the ILJ last reviewed and modified its Joint Powers Agreement. Following a question from the Board regarding the order of voting alternates appointed by the Orange County Chiefs' and Sheriff's Association, the ILJ's Executive Director, Recording Secretary, and Legal Counsel reviewed the Restated and Amended Joint Powers Agreement (the "Agreement"). The following describes the minor amendments proposed to further clarify the Agreement and ensure the practices of the Board conform with the requirements of the Agreement.

Background

The Member Agencies originally adopted the Joint Powers Agreement (the "Agreement") on September 3, 2008. The Agreement was next amended on June 8, 2015. The Agreement governs the operation of the ILJ. The Agreement is executed by all Member Agencies. And, all Member Agencies must approve the proposed amendments.

Discussion

The following amendments to the Agreement are proposed:

- Page 1: The amendments list the date of the proposed amendment and clarify when the original Agreement was adopted.

- Page 2: The amendment adds the last date the Agreement was restated and amended.

- Page 7:
  - Section 3.01: The amendment clarifies the ongoing membership of the ILJ.
  - Section 3.02: The amendment confirms that the Orange County Chiefs' and Sheriff's Association shall appoint six Board Members and one alternate Board Member who may serve as a voting member in the event less than all six voting Board Members are present when a vote is called.

- Page 8:
  - Section 3.02: This amendment clarifies that Board Members that do not serve in an elected position may be removed for any reason by their respective appointing authorities and differentiates elected officials who may only be removed by recall.
  - Section 3.03: This amendment requires that each Board Member shall have at least one alternate, and no more than two alternates, with the exception of the elected Board Members who shall have at least one alternate and no more than three alternates.
  - Section 3.04: This amendment distinguishes non-voting Member Agency representatives from the public for purposes of continuing to engage in discussion separate and apart from public comment.

- Page 11:
  - Section 3.16: This allows the Board latitude to appoint legal counsel as it sees fit and mirrors the language of the Board's ability to appoint an Executive Director.

- Page 22:
  - Section 8.01: The amendment allows any future amendments to be executed in digital format, by digital signatures, and in counterparts.

- Page 25: The amendment removes the requirement that an Agency's mayor must execute an amendment to the Agreement in recognition of the fact that some or all Member Agencies may have delegated the ability to approve an amendment to the Agreement to a designee of the City Council, and that not all Member Agencies have a mayor.

Procedure

Should the Board approve the proposed amendments, or any portion of the proposed amendments, the Executive Director will prepare a packet for the Member Agencies to review and approve in accordance with their respective requirements.

Fiscal Impact

There is no fiscal impact to the ILJ as a result of this action.

Recommended Action

Review and approve the proposed amendments to the Joint Powers Agreement for further review and approval by the Members Agencies.

RESTATED AND AMENDED JOINT POWERS AGREEMENT
FOR
INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY
(ILJAOC)

This Amended Joint Powers Agreement (Agreement) is made and entered into by and between the listed cities, other entities, and County of Orange listed below, collectively referred to as "Member Agencies." This Amendment to the Agreement is dated ~~June 8, 2015~~October 24, 2022 for reference purposes.

Member Agencies

Anaheim	Fountain Valley	La Palma	Santa Ana
Brea	Fullerton	Laguna Beach	Seal Beach
Buena Park	Garden Grove	Los Alamitos	Superior Court of CA, County of Ora
Costa Mesa	Huntington Beach	Newport Beach	Tustin
County of Orange	Irvine	Orange	Westminster
Cypress	La Habra	Placentia	University of CA, Irvine Police Depart
California State University Fullerton Police Department			

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RECITALS

WHEREAS, the Member Agencies entered into an Agreement entitled “Joint Powers Agreement For Integrated Law & Justice Agency For Orange County” originally dated ~~as of~~ September 3, 2008 to create the Integrated Law and Justice Agency for Orange County; and

WHEREAS, the Member Agencies previously restated and amended said Joint Powers Agreement on June 8, 2015; and

WHEREAS, the Member Agencies desire to restate and amend said Joint Powers Agreement; and

WHEREAS, the Member Agencies have and possess the power and authorization to finance, organize, and establish a public agency to facilitate the integration and sharing of criminal justice information for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Member Agencies propose to join together to establish, operate, and maintain an agency for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request services for the benefit of their lands and inhabitants.

WHEREAS, the Member Agencies anticipate that from time to time it may be necessary to amend this Agreement and/or consider adding new Member Agencies,

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

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I
PURPOSE

1.01 The purpose of the Integrated Law and Justice Agency for Orange County (ILJAOC), is to cooperate with each Member Agency in the exercise of some or all of their powers to establish a separate agency to facilitate the integration and sharing of criminal justice information/data in the manner set forth in this Agreement.

1.02 Each Member Agency expressly retains all rights and powers to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own information system needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the ILJAOC created herein, shall not have authority to impair or control any of the Member Agencies' respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member Agency be required to provide additional personnel, equipment, or services to the ILJAOC, which are not already a part of the Member Agency's current operational costs, or which requires them to modify their non-ILJAOC systems or services, without their consent and full cost reimbursement from other Member Agencies or other revenue sources.

1.03 Each Member Agency expressly retains all rights and powers to use other funds or funding sources to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their information services. Nothing in this Agreement shall be construed to require a Member Agency (i) to disclose any information that the Member Agency determines, in its sole discretion, it does not have the ability or authority to disclose, or (ii) to do any act that the Member Agency determines, in its sole discretion, is contrary to law or public policy.

1.04 The ILJAOC is intended to provide criminal justice and law enforcement officials who have a need and right to know, with comprehensive, timely, and accurate information about a criminal suspect or offender, including identity, criminal history, and current justice status. In addition, it is intended to:

a) Allow criminal justice practitioners to maintain legacy databases and share only information that has been agreed upon in advance by a majority vote of the Board or the individual agency affected.
b) Reduce redundant document preparation, data entry, transmission, and storage.

c) Strive to identify and achieve common interests to enhance public safety and due process.

d) Maintain individual privacy rights, preserve protections agencies have for public records and promote appropriate access controls and security.

e) Support the development of effective criminal justice policy in keeping with the objectives of the Orange County Integrated Law & Justice Strategic Plan ("Strategic Plan") adopted by the Orange County Chiefs & Sheriff's Association in April 2001, and any amendments to that plan as approved by a majority vote of the Board.

f) Strive for the compatibility of automated systems and processes among the various components of the Orange County Criminal Justice System.

g) Acknowledge that each Member Agency is responsible for internal agency security for their records, technical support, etc.

h) Recognize that in order to achieve overall success, resources (personnel, software, hardware, etc.), will be shared willingly and in some cases unequally by the Member Agencies, as long as that cooperation does not adversely impact the mission of the sharing member.

i) Allow the Member Agencies to work together to implement the adopted Strategic Plan (and subsequent amendments to that plan), for an Integrated Law & Justice System through the information sharing which will result from that collaborative effort.

1.05 Member Agencies are not required to seek approval from the ILJAOC to purchase, install, or modify their own (non-ILJAOC owned) equipment, services, or work performed in conjunction with any legislative mandate/authority granted to or required of Member Agencies in order to carry out their respective responsibilities. Furthermore, the ILJAOC has no power or authority to control, interfere with, or inhibit Member Agencies from conducting their own internal business and/or providing their own (non-ILJAOC owned) resources or services to other entities, which may or may

not be members of or served by the ILJAOC. Any changes to software or additional hardware that have been integrated into a Member Agency's existing infrastructure as part of a requirement to implement the initiatives approved by the ILJAOC Governing Board will become the sole property of that Member Agency, when without those enhancements, the agency could no longer operate their systems independent of the ILJAOC.

1.06 Member Agencies may modify, upgrade, or otherwise alter any of their internal systems or processes without approval of the ILJAOC, as long as those modifications do not inhibit the exchange of offender data and systems implemented and/or funded by the prior action of the ILJAOC. Notwithstanding anything to the contrary herein, a Member Agency shall have no obligation to seek approval from the ILJAOC for any modification to that Member Agency's internal systems or processes that is mandated by the State, or by any law or regulation governing the affected Member Agency.

1.07 In gathering and sharing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations.

II
CREATION OF THE INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY

2.01 By this Agreement, the Member Agencies hereby create a separate legal entity to be known as the Integrated Law & Justice Agency for Orange County ("ILJAOC"). The Member Agencies may agree on a different name for the ILJAOC.

2.02 The ILJAOC shall possess in its own name, and the Member Agencies delegate to it, the following enumerated powers:

a) To make and enter into contracts consistent with this Agreement, including, but not limited to, contracts to purchase and/or dispose of supplies and equipment to carryout the implementation of the Strategic Plan and any adopted amendments to that plan.

b) To receive compensation, gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.

c) To sue and be sued in its own name.

d) To apply for an appropriate grant or grants under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.

e) To appoint committees, adopt rules, regulations, policies, by-laws, and procedures governing the operation of the ILJAOC.

f) To add Member Agencies to the ILJAOC as approved by the ILJAOC Board in accordance with the terms of this Agreement.

g) To execute agreements and resolutions consistent with the terms of this Agreement.

h) To appoint/hire officers, employees, and/or agents.

2.03 Said powers shall be exercised in the manner provided by California law, including, without limitation, the Joint Exercise of Powers provisions of Government Code section 6500, et seq., and, except as expressly set forth herein, the Treasurer/Controller shall be subject to the restrictions upon the manner of exercising such powers as are imposed upon the Member Agency whose employee or officer is designated as the ILJAOC Treasurer/Controller pursuant to Section 3.12 below. The Member Agency's Treasurer/Controller appointed by the Governing Board shall serve a minimum three-year term at the discretion of the Board, so as to minimize any disruptions in carrying out his/her responsibilities.

2.04 Except as provided herein, the member agencies agree that all supplies and equipment purchased by the ILJAOC shall be owned and controlled

by the ILJAOC as its sole and separate property and not as property of any Member Agency.

2.05 The ILJAOC shall operate as a separate legal entity and incur debt, separate and apart from the Member Agencies, and its debts, obligations, and liabilities shall be its own and not that of the Member Agencies, except as specifically provided for herein.

III
ORGANIZATION

3.01 The membership of the ILJAOC shall be the original Member Agencies, and any additional Agencies whose admission is unanimously approved, in accordance with the terms of this Agreement, by the ILJAOC Governing Board, but shall exclude any Agencies that have opted to withdraw. ~~or the then-existing Member Agencies, excluding any Member Agencies that have withdrawn from the ILJAOC~~.

3.02 The ILJAOC shall be governed by a voting Board consisting of six (6) Member Police Chiefs, each elected for a three-year term by the Orange County Chiefs' & Sheriff's Association~~, along with one designated alternate,~~ to represent those Member Agencies with Police Departments. The Orange County Chiefs' & Sheriff's Association shall also designate one alternate Member Police Chief to serve as a voting member in the event less than six voting Board Members are present when a vote is called. In addition to the Police Chief representatives, other voting members of the Board will be the Sheriff, the District Attorney, the Chief Probation Officer, the Public Defender, one (1) representative from the Orange County Executive's Office, who will serve at the County of Orange CEO's pleasure, the Presiding Judge of the Orange County Superior Court, the Chief Executive Officer of the Orange County Superior Court, and three (3) City Manager representatives, who shall be elected for a minimum of three-year terms by the Orange County City Managers Association, with at least one (1) of those City Manager representatives

being from a "contract city" in the County. Each Board member, or in the absence of a Board member, an alternate designated in advance by each said Board Member, shall have one vote on all matters before the Board. Such alternate members may be replaced from time-to-time at the appointing Board Member's discretion. All non-elected Board Members may be removed with or without cause by their respective appointing authorities.

3.03 Each Board Member, with the exception of the Sheriff, District Attorney, and Public Defender, shall designate at least one alternate and no more than two alternates to attend meetings and vote on behalf of the Board Member's respective Member Agency. The Sheriff, District Attorney, and Public Defender shall each designate at least one alternate and no more than three alternates to attend meetings and vote on behalf of the Board Member's respective Member Agency.

3.04 The representatives of non-voting Member Agencies shall be permitted to engage in discussion of agenda items with voting Board Members, including the time period after a motion has been made and before a vote is taken, and shall not be considered members of the public at any ILJAOC meeting for purposes of public comment.

3.~~03~~05Each voting Board member shall hold office until a successor is selected, elected, hired or appointed under the powers of this Agreement and each Member Agency. The term of a Board member or alternate (both voting and non-voting) who is a public official or employee of a Member Agency shall terminate upon such Board Member leaving his or her position with the Member Agency. The vacancy of such a member who has left his or her position shall be filled by selection, election, or appointment according to the selection process adopted by this Agreement and the Member Agency whose representative has left his or her position.

3.~~04~~06Board members and alternates shall not receive compensation for their service on the ILJAOC Board, but they may be reimbursed by the ILJAOC for reasonable expenses incurred in conducting the business of the ILJAOC, as provided

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in this Agreement, when the expenses are not paid or reimbursed by their respective employing Member Agencies.

3.~~05~~07 The principal office of the ILJAOC shall be established by the Board and shall be located within the County of Orange. The Board may change the principal office from one location to another within the County of Orange. Any change of address shall be noted by the Board but shall not be considered an amendment to this Agreement.

3.~~06~~08 The Board shall meet at a location as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. A copy of such resolution shall be furnished to the Member Agencies. All meetings of the Board, including regular, adjourned, and special meetings, shall be called and held in a manner as provided in the Ralph M. Brown Act, Chapter 9, Division 2, Title 5 of the California Government Code commencing with section 54950 et seq., as amended.

3.~~07~~09 All of the powers and authority of the ILJAOC shall be exercised by the Board unless specifically delegated, to the extent permitted by law, or reserved to the Member Agencies under this Agreement. Unless otherwise provided herein, each voting Board Member shall be entitled to one (1) vote. Except as otherwise provided herein, a majority of the full voting membership of the Board or their alternate present at a properly noticed meeting, shall constitute a quorum for purposes of transacting business. A majority vote of that quorum may adopt any motion, resolution, or order and take any other action appropriate to carry forward the objectives of the ILJAOC pursuant to this Agreement, with the exception of the adoption of the budget or other appropriations in excess of the adopted budget as outlined in Section 4.04 of this Agreement, in which case a two-thirds majority of the entire voting membership or their alternates is required for approval.

3.~~08~~10 The Board shall designate a recording secretary to establish, distribute, and post agenda notices as required by law, keep the minutes of all open

meetings of the Board, and cause a copy of such minutes to be forwarded to each Member Agency within a reasonable time after each meeting.

3.~~09~~11 The Board may adopt policies, rules, and regulations for the conduct of its administrative affairs and that of the ILJAOC as may be required and that are consistent with this Agreement.

3.~~10~~12Where this Agreement requires an approval of a resolution or ordinance by any Member Agencies in any matter, the approval shall be evidenced by a certified copy of the resolution or ordinance of the governing body of such Member Agency filed with the ILJAOC. It shall be the responsibility of the Board to provide certified copies of said actions.

3.~~11~~13 On an annual basis, the Board shall elect two Board members to act as Chair and Vice-Chair of the Agency for the purpose of conducting the Board meetings and performing other duties as required. The Vice-Chair may carry out all the duties of the Chair in his/her absence.

3.~~12~~14The Board shall appoint an officer or employee of a Member Agency to hold the offices of Treasurer and Controller ("Treasurer/Controller"), whose duties shall be in conformance with Government Code sections 6505 and 6505.5, and whose salary, if any, shall be established by the Board. The Treasurer/Controller shall also administer all contracts subsequent to the Board's approval and shall contract with a certified public accountant to make an annual audit of the accounts and records of the ILJAOC as provided in Government Code section 6505. The annual audit shall be submitted to the Board and each Member Agency when completed. The budget, covering a budget cycle set by the Board, shall be prepared by the Treasurer/Controller for the approval by the Board. The ILJAOC's investment policies shall be the policies of the Member Agency of the Treasurer/Controller, as those may be modified by the Board of the ILJAOC. The cost of the Treasurer/Controller in carrying out his/her duties, including, with limitation, any outside professional services, shall be reimbursed by the ILJAOC.

3.~~13~~15 The Board shall have the power to appoint/hire additional officers, employees, or agents. Any officer, employee, or agent of the ILJAOC who is an officer, employee, or agent of any of the Member Agencies will continue to be subject to the Member Agency's personnel system. However, the ILJAOC may hire employees that are subject to the personnel system of the ILJAOC and said employees shall not be considered employees of any Member Agency. Any person from any Member Agency appointed by the Board to fulfill a staff position with the ILJAOC shall possess appropriate qualifications to carry out his or her responsibilities.

~~3.14 The City Attorneys, County Counsel or their Deputies of the Member Agencies may generally serve as counsel to the ILJAOC, to the extent agreed to by the respective Member Agency and permitted by such waivers of conflicts of interest to authorize such representation as may be executed by such Member Agency and the ILJAOC Board. The specific and ongoing duties of legal counsel to the ILJAOC may be rotated no less than annually; however, preferably for a term consistent with the Treasurer/Controller appointment and shall be on a voluntary basis. The assignment of one of these individuals to perform the required duties shall be solicited from the legal counsels of the Member Agencies, and is subject to the final approval of the ILJAOC Board.~~

3.16 The Board may appoint legal counsel, by contract or otherwise, to provide legal counsel to the Board, Executive Director, and any other ILJAOC staff regarding the operations of the ILJAOC.

3.~~15~~17The officers of the ILJAOC Board shall perform all duties customary and appropriate to their respective offices and:

a) After approval by the ILJAOC Board, the Board Chair shall sign all contracts on behalf of the ILJAOC Board.

b) The secretary shall perform such duties as assigned by the Board and shall keep minutes of the Board meetings.

c) The Treasurer/Controller shall be bonded in the amount to be determined by the Board and the bond fee shall be paid by the ILJAOC. The Treasurer/Controller shall perform the duties as set forth in this Agreement.

3.~~16~~18 The Board may appoint an Executive Director by contract or otherwise to oversee day-to-day operations of the ILJAOC. The Executive Director shall manage the daily operations of the ILJAOC and supervision of any other ILJAOC employees.

3.~~17~~19 All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all relief, pension, disability, worker's compensation, and other benefits which apply to the activities or omissions of officials, officers, employees, volunteers, or agents of any of the Member Agencies when performing their respective functions for their respective Member Agency shall apply to such person(s) to the same degree and extent while they are assigned to the ILJAOC to perform and are performing any of the functions and other duties of the ILJAOC pursuant to authority granted by this Agreement. None of the officials, officers, agents, volunteers, or employees of a Member Agency appointed to the Board or performing services at the direction of the ILJAOC shall be deemed by reason of their appointment or service to be employed by any of the other Member Agencies or the ILJAOC or be subject to any of the requirements of the other Member Agencies.

IV
BUDGET AND DISBURSEMENTS

4.01 The Board shall adopt a budget for the ensuing fiscal year(s) pursuant to procedures developed by the Board. At the conclusion of each fiscal year, the Treasurer/Controller shall make a report to the Board regarding the excess or deficiency of revenues over (or under) expenditures. Such report shall include “budget to actual” comparisons based upon the previously adopted budget.

Upon receipt of the report, the Board shall determine what extent, if any, unexpended budgetary appropriations shall be re-appropriated or whether any excess of revenues over expenditures shall be allocated or expended.

4.02 The Treasurer/Controller shall draw warrants upon the approval and written order of the Board or the Board's Executive Director. The Board shall requisition the payment of funds only upon approval of such claims or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and by-laws adopted by the Board.

4.03 All funds received by the Treasurer/Controller for services provided by the ILJAOC, will be placed in object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Board on a quarterly basis, unless otherwise required by the Board.

4.04 All expenditures within the approved budget shall be made upon the approval of the Treasurer/Controller in accordance with the rules, policies, and procedures adopted by the Board. No expenditure in excess of those budgeted shall be made without the two-thirds majority approval of the entire Board, and the budget shall thereafter be revised and amended.

4.05 The records and accounts of the ILJAOC shall be audited annually by an independent certified public accountant and any cost of the audit shall be paid by the ILJAOC. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. Copies of such audit report shall be filed with each Member Agency no later than fifteen (15) days after receipt of said audit by the Board.

4.06 The Member Agencies have agreed by resolution through their respective Governing Authorities to fund on a shared basis, the costs of the ILJAOC operations, and capital in excess of any grant funds, through annual budget appropriations. Each Member Agency's agreement to provide such funds in fiscal years after the fiscal year in which the original ILJAOC Joint Powers Agreement was executed, is contingent upon appropriation by the governing body of that Member Agency of sufficient funds for that purpose. The subject resolutions shall not limit the authority of each Member Agency to cease appropriations for the ILJAOC operations as determined by their respective Governing Authorities, provided, however, that a decision to cease appropriations shall be subject to the terms of Section 6.02 below. In addition, where the ILJAOC has an obligation under the terms of this Agreement to reimburse a Member Agency for providing personnel, equipment, and/or services to the ILJAOC, the Member Agency providing such personnel, equipment, and/or services may waive its right to reimbursement. When a Member Agency incurs costs eligible for reimbursement under the terms of this agreement, those costs shall include only those which are not part of the Member Agency's pre-existing infrastructure/operation prior to the effective date of this Agreement. They also shall not include overhead charges. Costs for the ILJAOC operations referenced in accordance with this Section 4.06 shall be shared as follows:

a) Member Agencies with Municipal Police Departments and the Orange County Sheriff's Department, which serves the unincorporated area of the County as well as their "contract cities," shall be determined on a per capita served basis, with the combined total amount not to exceed 80% of total costs.

b) County of Orange; an amount not to exceed 15% of total costs.

c) The Superior Court of California, County of Orange; an amount not to exceed 5% of total costs.

d) The University of California Police Department; an amount not to exceed 0.75% of total costs.

e) California State University, Fullerton Police Department, an amount not to exceed 0.75% of total costs.

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4.07 The Member Agencies acknowledge and agree that the ILJAOC will act as a conduit for the management, direction, and provision of integrated services to the Member Agencies and to other public agencies that contract with ILJAOC for such services.

4.08 Based on information provided by the Executive Director or other designated representatives of the ILJAOC, the Treasurer/Controller shall keep a written account of any services provided to other public agencies by the ILJAOC. All revenues received from other public agencies contracting or receiving services from the ILJAOC for services shall be used to offset the costs incurred by the ILJAOC. The Governing Board shall determine whether those funds shall be placed in a Capital Reserve or otherwise allocated in the ILJAOC's Budget and/or projected costs to Member Agencies.

4.09 In establishing rates for services to non-Member Agency public agencies, the Board shall assure that the contracts for such services provide for the reimbursement of the actual expenses of providing all services of the ILJAOC, including insurance coverage for the ILJAOC's personnel and equipment. Payment for the ILJAOC services by contracting public agencies shall be made on a monthly basis, or no less frequently than on a quarterly basis (unless paid in advance) to the Treasurer/Controller of the ILJAOC. The Treasurer/Controller shall provide a written quarterly account to the Board of all revenues and expenses of the ILJAOC services to other public agencies.

4.10 The ILJAOC budget shall include the provision for a Capital Replacement fund that will provide for, among other things, the replacement of the equipment owned and operated by the ILJAOC. The ILJAOC Board annually shall recommend to the Member Agencies amounts needed for Capital Replacement. The amount of the provision for Capital Replacement in each ILJAOC annual budget will depend on the amounts appropriated by the Member Agencies for such purposes during each fiscal year. Said funds shall be transferred to the ILJAOC monthly by the Member Agencies for deposit in the ILJAOC's Capital Replacement

fund. The actual purchase of new equipment and disposal of unneeded equipment shall be done whenever determined appropriate and justified by the Board.

4.11 All revenues derived from service contracts with other public agencies shall be maintained in a separate revenue account for the ILJAOC. The Treasurer/Controller shall be responsible for accounting for all such revenue. The Board shall be responsible for determining the appropriate allocation of such funds as part of the budget adoption process.

V
LIABILITIES

5.01 Except as provided in Section 8.05 of this Agreement, the ILJAOC and the Member Agencies agree, to the extent allowed by law, that the Member Agencies shall be fully protected from any loss, injury, liability, damage, claim, lawsuit, cost, or expense arising out of, or in any way related to, the performance of this Agreement by the ILJAOC. Accordingly, the provisions of this Agreement should be broadly construed in favor of protection for the Member Agencies and interpreted to provide the fullest possible protection to the Member Agencies and Member Agency's officials, officers, agents, volunteers, and employees. ILJAOC acknowledges that the Member Agencies would not have entered into this Agreement in the absence of the commitments of the ILJAOC as specified in this Article V.

5.02 The Member Agencies acknowledge that each Member Agency may be assigning its own personnel to a cooperative pool of personnel to provide service to the ILJAOC. The ILJAOC shall be solely responsible for and retain all debts, liabilities, and other obligations for all activities of the ILJAOC, and shall maintain sufficient insurance coverage in effect at all times to cover any such claim, loss, liability, or obligation, as recommended by the ILJAOC Risk Manager and approved by the Board.

5.03 Except as provided in Section 8.05, the ILJAOC shall protect, defend, indemnify, and hold free and harmless the Member Agencies and their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by ILJAOC employees or employees of Member Agencies who are performing ILJAOC functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the negligent acts or failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the ILJAOC. In addition, and without limiting the foregoing indemnification obligation, except as provided in Section 5.04, the ILJAOC will maintain sufficient insurance coverage in effect at all times as recommended by their Risk Manager, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

5.04 Any contract with a non-member public agency ("non-Member Agency") receiving services from the ILJOAC shall include a mutual indemnification provision wherein the non-Member Agency and the ILJAOC shall mutually agree to defend and indemnify the other in an amount equal to its proportionate share of liability on a comparative fault basis. The contract shall also provide that: 1) The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the contract; and 2) The obligation of the non-Member Agency and the ILJAOC pursuant to the indemnification provision will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the contract and that is sustained by any third party, any agent, or contractor of the non-Member Agency or the ILJAOC. Notwithstanding the foregoing, in situations where a non-Member Agency lacks the authority to enter into an agreement containing the specific terms specified above in this Section 5.04, the ILJAOC may enter into an agreement without such terms (or including only some of those terms) only after (1) a finding by and affirmative vote of a two-thirds majority of all voting Board members, or their

alternates, that the risk of entering into such an agreement is outweighed by the benefit to be obtained by entering into the agreement, and (2) a determination by the ILJAOC's Risk Manager that insurance provisions applicable to the agreement are adequate given the specific risks presented.

5.05 Member Agencies shall be responsible for the continued provision of worker's compensation coverage for the officers or employees of the Member Agencies that are assigned to provide services to the ILJAOC and/or serve as officers or employees of the ILJAOC. In this regard, each Member Agency shall defend, indemnify, and hold harmless the ILJAOC and any other Member Agencies, and their respective officials officers, employees, contractors, agents, and representatives with respect to any claim, loss, liability, damage, lawsuit, cost, or expense, including attorney's fees and costs, that arises out of, or is in any way related, to any industrial/worker compensation injury sustained by an officer or employee of the indemnifying Member Agency during the performance of service to the ILJAOC or the other Member Agencies under this Agreement.

5.06 ILJAOC shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the ILJAOC and each Member Agency from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance.

The Risk Manager, or his/her designee, of one Member Agency shall be designated by the Board, with the consent of the Member Agency, as the "ILJAOC Risk Manager" and shall act in an advisory capacity to the ILJAOC Board to provide guidance in the area of risk management, loss control, insurance procurement, and claims management. Should a Member Agency Risk Manager not be available to serve the ILJAOC, the Board may designate someone who has comparable experience to serve in that capacity. The ILJAOC Risk Manager will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

During the term of this Agreement, the ILJAOC shall purchase and maintain sufficient amounts of commercial insurance coverage at the equally shared cost to the Member Agencies. The types, limits, retention levels, deductibles, policy forms, and carriers providing the above required insurance ~~coverage's~~coverages shall be recommended by the ILJAOC Risk Manager to the Board for its approval, consistent with this Agreement.

VI
ADMISSION AND WITHDRAWAL OF PARTIES

6.01 Additional public agencies may become Member Agencies of the ILJAOC upon such terms and conditions as are determined by the Board, and upon the unanimous consent of the ILJAOC Governing Board, so long as such addition(s) are not projected to increase costs to existing Member Agencies. Upon approval by the ILJAOC Governing Board, a written amendment to this Agreement shall be executed by all of the existing Member Agencies, as well as the additional Member Agency. Should increased costs to existing Member Agencies be anticipated due to the addition of a new public agency, unanimous approval must be received from the governing bodies of the existing Member Agencies, as evidenced by approval of resolutions and the execution of a written amendment to this Agreement by all of the Member Agencies, including the additional Member Agency.

6.02 Member Agencies have the right to withdraw from the ILJAOC. Such withdrawals, either voluntarily or involuntarily, shall be conditioned as follows:

a) Involuntary withdrawal shall mean those circumstances where a Member Agency must withdraw due to fiscal or budgetary impact of that Member Agency that results in the discontinuance or reduction of the funding for personnel, services, or equipment by that Member Agency.

b) In the case of a voluntary withdrawal, written notice shall be given one hundred eighty (180) days prior to the end of a fiscal year except that such notice requirement may be shortened (i) by unanimous approval of the Board members present at the meeting at which the Board considers shortening the notice requirement, or (ii) upon breach of this Agreement by the ILJAOC or any Member Agency, in which case the withdrawing Member Agency may withdraw effective at any time.

c) Neither voluntary nor involuntary withdrawal shall relieve the withdrawing Member Agency of its obligations for its proportionate share of any debts or other liabilities incurred by the ILJAOC prior to the effective date of the Member Agency's withdrawal (with the exception of new purchases of capital equipment after the date of the Member Agency's notice of withdrawal), nor any liabilities imposed upon or incurred by the Member Agency pursuant to this Agreement prior to the effective date of the Member Agency's withdrawal.

d) The withdrawing Member Agency shall retain all rights and claims relating to revenues received by the ILJAOC during the time period that the Member Agency provided personnel, services, or equipment under the ILJAOC direction.

e) The withdrawing Member Agency shall be entitled to remove its personnel and any equipment whose title was not transferred in writing to the ILJAOC from the possession and control of the ILJAOC, regardless of the impact on the ILJAOC or its continued operation. The withdrawing Member Agency may also recover any other equipment no longer needed by the ILJAOC, including equipment it previously transferred to the ILJAOC, according to the terms and conditions determined by the Board in its sole discretion to be fair and equitable. The ILJAOC Board may choose to exempt a

Member Agency from any of the listed conditions, but may not impose any conditions other than those listed.

VII
TERMINATION AND DISPOSITION OF ASSETS

7.01 The ILJAOC shall continue to exist and exercise the powers herein until this Agreement is terminated by a vote of two-thirds of the entire Board; provided, however, that no termination shall be complete and final until the ILJAOC has satisfactorily disposed of all financial obligations and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the ILJAOC.

7.02 Termination shall occur upon:

a) The written consent of all Member Agencies; or

b) Upon the withdrawal from the ILJAOC of a sufficient number of the Member Agencies that results in a lack of effectiveness as determined by a two-thirds vote of the remaining Board Members; and

~~c)~~1. Full satisfaction of all outstanding financial obligations of the ILJAOC; and

~~d)~~2. All other contractual obligations of the ILJAOC have been satisfied.

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7.03 In the event of the termination of this Agreement, any funds remaining following the discharge of all obligations shall be disposed of by returning to each current Member Agency of the ILJAOC immediately prior to the termination of this Agreement, a share of such funds proportionate to the contribution made to the ILJAOC by said Member Agency, to the extent determined by the Board in its sole discretion to be fair and equitable.

7.04 Notwithstanding any other provisions of this Agreement, the Member Agencies agree to abide by the following procedure for selling of equipment in the event this Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, the Member Agencies each shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board, which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Member Agencies in a manner consistent with the cost-sharing format outlined in Paragraph 4.06 (a), (b), and (c) of this Agreement, and any modifications to that formula adopted by the Board.

VIII
MISCELLANEOUS

8.01 Amendments.

Except as otherwise specified in this Agreement, this Agreement may be amended with the unanimous approval of all Member Agencies; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the ILJAOC. An Amendment to this Agreement may be executed in any number of actual or digital counterparts. The counterparts together will be taken to constitute one and the same instrument. An Amendment will have effect upon execution by all Member Agencies.

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8.02 Notices.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the Member Agencies, shall be deemed to have been received by the Member Agency to whom the same is addressed at the expiration of five (5) days after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

8.03 Effective Date.

This Agreement shall be effective at such time as this Agreement has been executed by the majority of the voting Member Agencies enumerated in the introduction of this Amended Agreement.

8.04 Conflicts of Interest.

No official, officer or employee of the ILJAOC or any Member Agency shall have any financial interest, direct or indirect, in the ILJAOC. Nor shall any such officer or employee participate in any decision relating to the ILJAOC that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation.

8.05 Mediation

a) Any controversy or claim between any Member Agencies, or between any such Member Agency or Member Agencies and the ILJAOC, with respect to the ILJAOC's operations, or to any claims, disputes, demands, differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by mediation.

b) The Member Agency desiring to initiate mediation shall give notice of its intention to every other Member Agency and the ILJAOC. Such notice shall designate such other Member

Agencies as the initiating Member Agency intends to have bound by any award made therein.

c) Each Member Agency involved in the mediation shall bear its own legal costs, including attorney fees.

8.06 Partial Invalidity

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

8.07 Successors

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

8.08 Assignment

A Member Agency shall not assign any rights or obligations under this Agreement without the written consent of all other Member Agencies.

8.09 Execution

The Governing Authorities of the Member Agencies enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively.

8.10. Entire Agreement

This Agreement supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any

party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the ILJAOC and all Member Agencies.

Dated:	CITY OF: _____
_____	By: _____
	~~Mayor~~Title:
	_____
ATTEST:	~~APPROVED AS TO FORM:~~
_____	
Clerk of the City of: _____	_____
	~~City Attorney~~

APPROVED AS TO FORM:

_____

City Attorney

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City of Brea

City Council Regular Meeting Communication

Accept a $196,762 Office of Community Oriented Policing Services Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects Grant Award for Enhancement of the Police Department's Wellness Program

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CONSENT CALENDAR Item: 6E

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Accept an Office of Community Oriented Policing Services Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects Grant Award. This grant funds enhancement of the Police Department's Wellness Program through applicable training, in the amount of $196,792, for the two-year grant period which begins October 1, 2023 and ends September 30, 2025.

BACKGROUND/DISCUSSION

The Brea Police Department is committed to enhancing the mental health and wellness of its personnel, recognizing the critical role it plays in maintaining a resilient and effective law enforcement agency. As such, the Police Department applied for and, for the first time, secured an Office of Community Oriented Policing Services Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects Grant Award that funds various enhancements of the Police Department's Wellness Program including: department-wide resilience training, basic and advanced peer support training to strengthen the peer support team, and travel to critical/industry and wellness-specific conferences for members of the wellness unit. These conferences will enable key personnel to learn and implement best practices regarding wellness programs and resources that are most effective for both sworn and civilian police department personnel. The LEMHWA Grant funds these critical enhancements for Federal Fiscal Year 2023-25.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at its January 30, 2024 meeting and recommended it for Council approval.

FISCAL IMPACT/SUMMARY

There is no General Fund impact with this request as all costs will be reimbursed through the LEMHWA Grant. Any grant revenues received, or expenditures incurred, will be programmed in the FY 2023-25 Operating Budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jamie McDonald, Management Analyst II
Concurrence: Adam Hawley, Police Chief

Attachments

FY 23-25 LEMHWA Grant Package.pdf

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BREA 1 CIVIC CENTER CIR
City, State and Zip:	BREA, CA 92821
Recipient UEI:	PU9SHMKA84D6
Project Title: FY23 City of Brea, CA, LEMHWA Project	**Award Number:** 15JCOPS-23-GG-01809-LEMH
Solicitation Title: FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	
Federal Award Amount: $196,762.00	**Federal Award Date:** 10/13/23
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/23	**Project Period End Date:** 9/30/25
Budget Period Start Date: 10/1/23	**Budget Period End Date**: 9/30/25

Project Description:

The Brea Police Department will use grant funds to support travel for to multiple relevant conferences, along with resiliency training for both staff and spouses. It will also fund basic and advanced peer support trainings, and overtime to enable attendance at training.

Award Letter

October 13, 2023

Dear Adam Hawley,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF BREA for an award under the funding opportunity entitled 2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is $196,762.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF BREA

UEI
PU9SHMKA84D6

ORI Number

Street 1
1 CIVIC CENTER CIR

Street 2

City
BREA

State/U.S. Territory
California

Zip/Postal Code
92821

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/13/23

Award Type
Initial

Award Number
15JCOPS-23-GG-01809-LEMH

Supplement Number
00

Federal Award Amount
$196,762.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Awarding Agency

COPS

Application Number

GRANT13820534

Grant Manager Name

SARAH ESTILL

Phone Number

202-307-1533

E-mail Address

Sarah.Estill@usdoj.gov

Project Title

FY23 City of Brea, CA, LEMHWA Project

Performance Period Start Date

10/01/2023

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2025

Project Description

The Brea Police Department will use grant funds to support travel for to multiple relevant conferences, along with resiliency training for both staff and spouses. It will also fund basic and advanced peer support trainings, and overtime to enable attendance at training.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 7/20/23 9:39 PM

Comments
No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	
Civilian or Non-Sworn Personnel:	$42,929	$0	$42,929	
Travel:	$16,263	$0	$16,263	
Equipment:	$0	$0	$0	
Supplies:	$0	$0	$0	
SubAwards:	$0	$0	$0	
Procurement Contracts:	$40,000	$0	$40,000	
Other Costs:	$97,570	$0	$97,570	
Total Direct Costs:	$196,762	$0	$196,762	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$196,762	$0	$196,762	
Federal Funds:	$196,762	$0	$196,762	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

	Budget Category
	Sworn Officer
	Civilian Personnel
	Travel
	Equipment
	Supplies
	SubAwards
	Procurement Contracts
	Other Costs
	Indirect Costs

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:
I. Trafficking in persons.
a. Provisions applicable to a recipient that is a private entity.
1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procure a commercial sex act during the period of time that the award is in effect; or
iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
A. Associated with performance under this award; or
B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.
b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
i. Associated with performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.
c. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and
ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
d. Definitions. For purposes of this award term:
1. “Employee” means either:
i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
ii. Includes:
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
(3) When the recipient agrees to the termination and termination conditions.
(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions

required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency

Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency’s progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency’s community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient’s award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
A. Reporting of Matters Related to Recipient Integrity and Performance
1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report
Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management and Universal Identifier Requirements
A. Requirement for System for Award Management
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the

final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier
If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions
For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency’s award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

25

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced

in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

26

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

27

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

28

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

29

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

30

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity

owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

34

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

38

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.
In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well?qualified in the subject area and skilled in presenting it.
Trainers must possess the subject?matter knowledge and the subject?specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/13/23 12:40 PM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
Police Chief

Name of Authorized Entity Official
Adam Hawley

Signed Date And Time
11/28/2023 5:42 PM

Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
City Manager

Name of Authorized Entity Official
WILLIAM GALLARDO

Signed Date And Time
1/3/2024 5:52 PM

City of Brea

City Council Regular Meeting Communication

Acceptance of Country Hills Subdivision Pavement and Water Improvements, Project No. 7322

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CONSENT CALENDAR Item: 6F

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Accept project as complete and authorize City Clerk to file and record Notice of Completion;

Accept the Warranty Bond; and

Authorize the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond and release the Payment Bond upon further notification from the Public Works Department.

BACKGROUND/DISCUSSION

On September 20, 2022, the City Council awarded a Construction Contract (“Contract”) to Gentry Brothers, Inc. (“Gentry”) for $2,125,523.60, with a 10% construction contingency, for a total approved construction budget of $2,338,075.96 for the Country Hills Subdivision Pavement and Water Improvements, Phase 2, Project No. 7322 (“Project”). The Project continued the Phase 1 work completed in 2022, and replaced and upgraded existing water mains, appurtenances, installed a new Pressure Regulating Station, and completed street resurfacing throughout the remaining areas in the Country Hills Subdivision. In addition, the Project included reconstructing ADA ramps to the latest standards and the reconstruction of curb and gutters within the limits of the work (See Attachment A-Location Map)

The Notice-to-Proceed was issued for a construction start date of February 21, 2023, and the Project was considered substantially complete on September 1, 2023. During the construction, there was only one Contract Change Order that included the final bid quantity adjustments with the final amount over the Contract Price, totaling $68,798.92, or approximately 3% of the Contract amount. This increase is due to the additional pavement rehabilitation work on Branch Lane which was added as part of this project. The improvements have been completed, and staff recommends that the City Council approve the acceptance of work performed by Gentry and authorize the City Clerk to file the Notice of Completion with the County of Orange for recordation.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff’s recommendation at their January 30, 2024 meeting and the item was recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The following is a summary of the final Construction Contract cost:

Original Construction Contract Amount	$2,125,523.60
Approved Change Orders	$68,798.92
Final Construction Contract Amount	$2,194,322.52
Approved Construction Budget with 10% Contingency	$2,338,075.96
Remaining Construction Budget	+$143,753.44

As shown in the Table, the final Contract amount for the Project is $2,194,322.52, which is under the approved Construction Contract budget by $143,753.44. The source of funds for this Project is from the Water Utility Fund (Fund 420), Gas Tax (Fund 220), Measure M (Fund 260), and RMRA (Fund 221). Therefore, there is no impact on the General Fund.

The Project replaced and upgraded over 3,500 linear feet of existing water mains with appurtenances, removed and replaced one Pressure Regulating Station, installed 132 new services and meters, 10 ADA PCC ramps, and completed street resurfacing within the Phase 2 areas of the Country Hills Subdivision. Gentry has completed the Project and fulfilled its obligations to the City under the subject Contract. Furthermore, Gentry provided a Warranty Bond of 100% of the final Contract amount to guarantee the work for one year after the date the Notice of Completion is recorded by the County of Orange.

Therefore, staff recommends the City Council consider accepting the Project as complete, accepting the Warranty Bond (Attachment B), and authorizing the City Clerk to file the Notice of Completion for recordation by the County of Orange (Attachment C). Additionally, staff recommends authorizing the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond and release the Payment Bond upon further notification from the Public Works Department.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Angelica Flores, Assistant Engineer
Concurrence: Albert Espinoza, MPA, PE, TE, City Engineer
Michael Ho, PE, Public Works Director

Attachments

Attachment A - Location Map.pdf

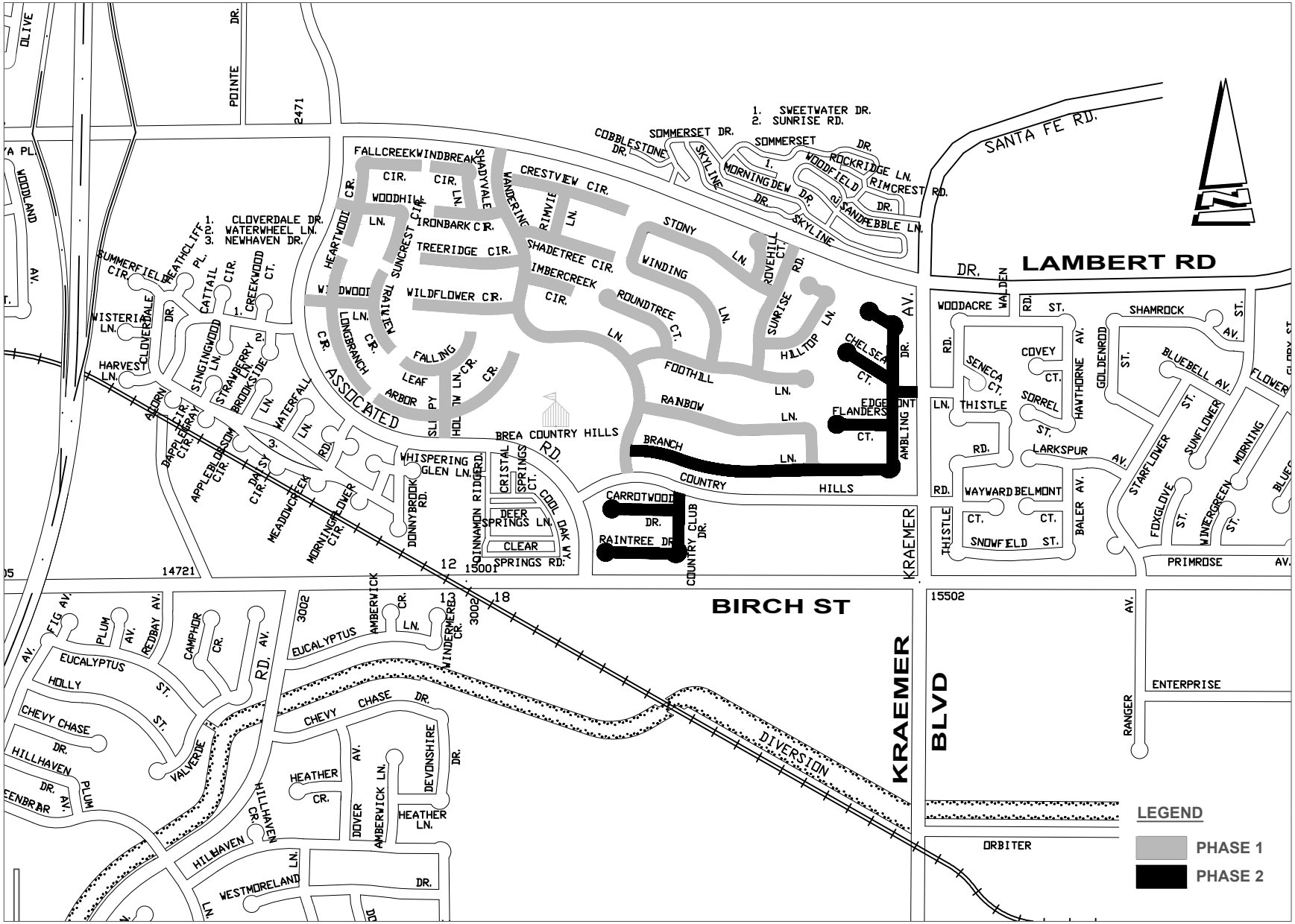
Attachment B - Warranty Bond.pdf

Attachment C - NOC - PN 7322.pdf

PROJECT 7322

STREET IMPROVEMENTS -

COUNTRY HILLS SUBDIVISION PAVEMENT/WATER REHABILITATION



VICINITY MAP

NOT TO SCALE

Bond No. K40314118-M
Premium: Included with Performance Bond

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

Gentry Brothers, Inc.

("Principal"), a contract ("Contract") for the work described as follows:
Country Hills Subdivision Pavement and Water Improvement Phase 2

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and
Federal Insurance Company - 555 South Flower St., 3rd Floor, Los Angeles, CA 90071 - (213)612-0880
(Insert name, address , and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of
Two Million One Hundred Ninety-Four Thousand Three Hundred Twenty-Two and 52/100s
Dollars ($2,194,322.52**)**, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

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

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: October 11, 2023

"Principal"	"Surety"
Gentry Brothers, Inc.	Federal Insurance Company
By: _____ Its	By: _____ Its Attorney-in-Fact, Matthew J. Coats
By: _____ Its	By: _____ Its
(Seal)	(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

BID DOCUMENTS - FOR BIDDING PURPOSES ONLY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On OCT 11 2023 before me, Summer L. Reyes, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Matthew J. Coats
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SUMMER L. REYES
Notary Public - California
Orange County
Commission # 2339686
My Comm. Expires Dec 8, 2024

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ryan Butterfas, Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna Hills, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **18th** day of **November, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **18th** day of **November, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 11th day of October, 2023.

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

California Acknowledgment Form

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

State of California
County of Los Angeles } ss.

On October 16, 2023---------- before me, N. Smith, Notary
(here insert name and title of the officer),
personally appeared Wayne J. Gentry----------

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their au-thorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Seal

N. SMITH
Notary Public - California
Los Angeles County
Commission # 2360490
My Comm. Expires Jun 9, 2025

WITNESS my hand and official seal.

Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: Warranty Bond---------- # of Pages: 1

Notes

City of Brea - Country Hills Subdivision Pavement & Water Imp PHII

©2014 Golden State Notary, Inc.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO Name **City of Brea** Street Address **1 Civic Center Circle** City & State Zip **Brea, CA 92821**	

Free recording requested per Government Code Section 27383. **SPACE ABOVE THIS LINE FOR RECORDER'S USE**

Lillian Harris-Neal, City Clerk, City of Brea

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is **City of Brea** (NAME)
3. The full address of the undersigned is **1 Civic Center Circle** **Brea, CA 92821**
   (NUMBER AND STREET, CITY, STATE, ZIP)
4. The nature of the title or the undersigned is **Owner-In-Fee**
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names	Addresses
_____	_____
_____	_____

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commence of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names	Addresses
_____	_____
_____	_____

7. A work of improvement on the property hereinafter described was completed pursuant to Civil Code § 9200(a) through acceptance by City Council on_____.
8. The name of the original contractor, if any, for the work of improvement was **Gentry Brothers, Inc.** (NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was: **Replacement of water mains, ADA PCC ramps, curb & gutter, and street resurfacing.**
9. The property on which the work of improvement was completed is in the City of **Brea**, County of **Orange**, State of California, and is described as follows: **Country Hills Subdivision Pavement and Water Improvements, Phase 2, CIP Project No. 7322.**
10. The street address of the said property is: **Country Hills Subdivision in the City of Brea.**

Dated: _____.

_____**(SIGNATURE)**
Alberto Espinoza, MPA, P.E., T.E., City Engineer (TYPED NAME)

VERIFICATION

I, the undersigned, say:
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at **Brea**, California, this _____day of _____ 2023.

_____ **(SIGNATURE)**
Alberto Espinoza, MPA, P.E., T.E., City Engineer (TYPED NAME)

City of Brea

City Council Regular Meeting Communication

City of Brea Annual Comprehensive Financial Report and Related Audit Reports for the Fiscal Year Ended June 30, 2023

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CONSENT CALENDAR Item: 6G

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Receive and file the City's Annual Comprehensive Financial Report (ACFR) and related Audit Reports for the Fiscal Year Ended June 30, 2023.

BACKGROUND/DISCUSSION

Each year, the City of Brea issues an Annual Comprehensive Financial Report (ACFR) (attached), which was previously referred to as the Comprehensive Annual Financial Report (CAFR). The ACFR summarizes the financial transactions of a local government for the year in accordance with the financial presentation requirements prescribed by governmental accounting standards.

The City's independent auditor, Eide Bailly LLP (Eide Bailly), has completed its audit of the City's ACFR for Fiscal Year ended June 30, 2023. Eide Bailly has issued an unmodified or "clean" opinion on the City's ACFR in accordance with Generally Accepted Accounting Principles (GAAP) and fairly presents both the financial position and the results of operations for the year ended June 30, 2023.

Financial Highlights

The City's net position increased overall by $8.7 million, from $351.7 million to $360.4 million as of June 30, 2023. The governmental activities portion of the increase ($6 million) is primarily related to receipt of the final $5.2 million tranche from the American Rescue Plan Act (ARPA) funding.

The City's capital assets realized an increase of $5.2 million primarily due to construction in progress for projects such as the Country Hills Pavement and Water Improvements, along with other water projects that are currently in various phases of construction throughout the City. The City's long-term liabilities include $157.6 million in net pension and other post-employment benefit liabilities and $24.8 million of outstanding bonds and leases.

As of June 30, 2023, the General Fund's ending fund balance included a reserve of $9.4 million deposited in the City's Pension Rate Stabilization Program with Public Agency Retirement Services (PARS). There were adjustments to the financial statements that included the restatement of governmental activities for Subscription-Based Information Technology Arrangements in accordance with Governmental Accounting Standards Board (GASB) Statement No. 96.

Related Audit Reports

Audit Communication Letter (Statement on Auditing Standards (SAS) 114 Report

The Statement on Auditing Standards (SAS) 114 was issued by the American Institute of Certified Public Accountants (AICPA) to establish a two-way communication between the independent auditors and those charged with governance (i.e. City Council). SAS 114 requires that the City's auditor communicate, either orally or in writing, certain information to an audit committee or another designated party that performs oversight on the financial reporting and auditing process.

The City's Finance Committee has been identified by the City Council to receive and review the report on the annual audit from the City's independent auditor and to review and make recommendations to the City Council to receive and file the report. The Audit Communication Letter dated December 19, 2023 (attached), and issued as part of the annual audit, did not identify any significant difficulties or disagreements with management that arose during the course of the audit, nor were any uncorrected misstatements identified. This letter indicates a “clean report” with one modification suggested during the audit. There was a $340,677 rent payment that was received just outside of the normal 60-day accrual period. The auditor suggested the City “defer” this revenue due to the timing of the receipt. Management differed from this suggested correction and recognized the revenue in fiscal year 2023. This recorded revenue in fiscal year 2023 had no impact on the final audit.

In addition, prior to the start of the audit, the auditors met with members of the City's Finance Committee to discuss the planning of the audit.

Article XIII-B Limit on Appropriations Calculation Report (Appropriations Limit Report)

This report (attached) communicates the results of the audit firm's testing of the City's computation of the statutory appropriation limitation. No exceptions were noted in this report and the City is well within the constraints of the statutory limit provided by state law.

Single Audit Report

The City was required to undergo an annual single audit in conformity with the provisions of the Single Audit Act of 1984 and the U.S. Office of Management and Budget’s 2 CFR Part 200 Uniform Guidance, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.* The City continually seeks federal assistance whenever possible and for Fiscal Year ended June 30, 2023 received more than $750,000 in grant revenues and was required to issue the Single Audit Report for FY 2022-23. For FY 2022-23, the City received $5 million in federal awards. Information related to this single audit, including a schedule of expenditures of federal awards assistance and the independent auditors’ reports on the internal controls and compliance with applicable laws and regulations, is available in the City of Brea’s separately issued Single Audit Report (attached).

COMMISSION/COMMITTEE RECOMMENDATION

Finance Committee reviewed this item at their February 6, 2024 meeting and is recommended to receive and file.

SUMMARY/FISCAL IMPACT

The City's annual audit for the Fiscal Year ended June 30, 2023 (FY 2022-23) has been completed and the City's independent auditor has issued an unmodified opinion on the City's ACFR, which is the highest level of assurance an entity can receive from its independent auditors (a "clean audit"). There were no findings or questioned costs as a result of their audit for FY 2022-23. The total cost of audit services for FY 2022-23 was $81,470 and was appropriated during the budget process.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Monica Lo, Deputy Director of Administrative Services

Concurrence: Kristin Griffith, Director of Administrative Services

City of Brea

City Council Regular Meeting Communication

Outgoing Payment Log and January 12, 19 and 26, 2024 City Disbursement Registers

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CONSENT CALENDAR Item: 6H

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ana Conrique, Senior Accountant and

Monica Lo, Deputy Director of Administrative Services

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

City Outgoing Payment Log-Dec 23.pdf

City Disbursement Register 01.12.24.pdf

City Disbursement Register 01.19.24.pdf

City Disbursement Register 01.26.24.pdf

City of Brea
Outgoing Payment Log
December 2023

Effective Date	Vendor	Description		Amount
General Account Electronic payments				
12/1/2023	Brea Payroll	Brea staff payroll		986,307.03
12/1/2023	Brea Payroll	Employee deductions		87,724.87
12/1/2023	EDD	Payroll State taxes		61,382.20
12/1/2023	CA SDU	Child support payments		549.23
12/1/2023	IRS	Payroll Federal taxes		196,632.33
12/4/2023	BankCard	Golf credit card processing fees	$	3,326.40
12/4/2023	Elavon	Golf credit card processing fees		1,620.48
12/4/2023	Golfnow	Golf credit card processing fees		3,757.18
12/5/2023	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees		2,664.54
12/5/2023	Paypal	Paypal processing fees		100.85
12/5/2023	CALPERS	Medical payment		365,264.57
12/5/2023	CALPERS	Member retirement		270,310.83
12/8/2023	ADP	ILJAOC Payroll service fee		140.12
12/15/2023	Brea Payroll	Brea staff payroll		991,591.96
12/15/2023	Brea Payroll	Employee deductions		87,884.67
12/15/2023	EDD	Payroll State taxes		60,447.39
12/15/2023	CA SDU	Child support payments		549.23
12/15/2023	IRS	Payroll Federal taxes		196,499.63
12/20/2023	CALPERS	Member retirement		271,804.61
12/20/2023	ICMA	Retiree medical benefit		39,769.38
12/20/2023	Telecheck	Telecheck processing fees		1,205.78
12/20/2023	CA Dept of Tax	Sales tax		1,163.90
12/21/2023	City of brea	City of Brea Water payments		12,237.59
12/21/2023	Citizens Business Bank	Monthly banking service fee		3,110.65
12/22/2023	Paymentus	Monthly service fee		5,969.45
12/28/2023	ILJAOC Payroll	ILJAOC staff salary & payroll taxes		13,119.23
12/29/2023	Brea Payroll	Brea staff payroll		1,094,269.73
12/29/2023	Brea Payroll	Employee deductions		31,150.26
12/29/2023	EDD	Payroll State taxes		71,910.76
12/29/2023	CA SDU	Child support payments		549.23
12/29/2023	IRS	Payroll Federal taxes		226,131.09
		Subtotal	$	5,089,145.17
Imprest Accounts				
	Various	Workers Compensation Claims		67,928.74
	Various	General Liability Claims		52,689.56
		Subtotal	$	120,618.30
		Total	**$**	**5,209,763.47**

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194460	BUSINESS CARD	01/12/2024	18749	110	BSCARD 122323 HR	$5.00
		01/12/2024	18749	110212111	BSCARD 122323 PD	$5,560.00
		01/12/2024	18749	110212141	BSCARD 122323 PD	$2,252.63
		01/12/2024	18749	110222223	BSCARD 122323 FIRE	$66.95
		01/12/2024	18749	110222231	BSCARD 122323 FIRE	$4,001.72
		01/12/2024	18749	420515131	BSCARD 122323 WATER	$310.03
		01/12/2024	18749	950000000	ILJAOC BSCARD 1223 MJ	$15.99
		01/12/2024	18749	110404217	BSCARD 122323 CS	$131.32
		01/12/2024	18749	110404428	BSCARD 122323 CS	$3,770.00
		01/12/2024	18749	110	BSCARD 122323 FIRE	$426.00
		01/12/2024	18749	110141481	BSCARD 122323 HR	$221.35
		01/12/2024	18749	110222221	BSCARD 122323 FIRE	$3,399.18
		01/12/2024	18749	110212121	BSCARD 122323 PD	$300.00
		01/12/2024	18749	110404425	BSCARD 122323 CS	$5.39
				BUSINESS CARD	**Total Check Amount:**	**$20,465.56**
194461	CITY OF ALISO VIEJO	01/12/2024	31667	960000000	SECURITY-OCCMA 12/6	$240.00
				CITY OF ALISO VIEJO	**Total Check Amount:**	**$240.00**
194462	CITY OF BREA - WATER DEPT	01/12/2024	2039	430515123	WATER/URBAN RUNOFF	$9.36
				CITY OF BREA - WATER DEPT	**Total Check Amount:**	**$9.36**
194463	COUNTY OF ORANGE	01/12/2024	4799	110212131	ANIMAL SHLTR 23/24 Q2	$10,322.99
				COUNTY OF ORANGE	**Total Check Amount:**	**$10,322.99**
194464	COUNTY OF ORANGE	01/12/2024	4799	110212122	AFIS FEES DEC 2023	$1,701.00
				COUNTY OF ORANGE	**Total Check Amount:**	**$1,701.00**
194465	SOUTHERN CALIFORNIA EDISON	01/12/2024	3343	110515125	ELECTRICITY NOV-JAN	$5,955.13
		01/12/2024	3343	110515143	ELECTRICITY NOV-JAN	($24.34)
		01/12/2024	3343	343515112	ELECTRICITY NOV-JAN	$740.06
		01/12/2024	3343	430515123	ELECTRICITY NOV-JAN	$25.72
		01/12/2024	3343	110515121	ELECTRICITY NOV-JAN	$26,437.64
		01/12/2024	3343	490515151	ELECTRICITY NOV-JAN	$9,158.70
		01/12/2024	3343	346515112	ELECTRICITY NOV-JAN	$167.72
		01/12/2024	3343	341515112	ELECTRICITY NOV-JAN	($19.61)
		01/12/2024	3343	345515112	ELECTRICITY NOV-JAN	($98.63)
				SOUTHERN CALIFORNIA EDISON	**Total Check Amount:**	**$42,342.39**
194466	GAIL EVERTSEN	01/12/2024	10141	110212111	MILEAGE DEC 2023	$26.13
				GAIL EVERTSEN	**Total Check Amount:**	**$26.13**
194467	GAIL EVERTSEN	01/12/2024	10141	110212111	OCTMA LUNCHEON	$20.00
				GAIL EVERTSEN	**Total Check Amount:**	**$20.00**
194468	EVERYTABLE PBC	01/12/2024	32203	110212111	SMART FRIDGE DEC 2023	$300.00

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			EVERYTABLE PBC		**Total Check Amount:**	**$300.00**
194469	FORENSIC NURSE SPECIALISTS, INC.	01/12/2024	23336	110212121	SART EXAM 12/10/23	$1,200.00
		01/12/2024	23336	110212121	SART EXAM 10/11/23	$1,200.00
			FORENSIC NURSE SPECIALISTS, INC.		**Total Check Amount:**	**$2,400.00**
194470	FRONTIER COMMUNICATIONS	01/12/2024	26183	475141471	5621820146 1216-0115	$42.01
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$42.01**
194471	INTIME SOLUTIONS INC.	01/12/2024	20876	950000000	ILJAOC ISE JAN-MAR24	$99,666.75
			INTIME SOLUTIONS INC.		**Total Check Amount:**	**$99,666.75**
194472	JACOB GREEN & ASSOCIATES, INC	01/12/2024	32038	110212111	DEBRIEF 11/9/2023	$1,000.00
			JACOB GREEN & ASSOCIATES, INC		**Total Check Amount:**	**$1,000.00**
194473	LAW OFFICES OF JONES & MAYER	01/12/2024	12144	110212111	LEGAL SVCS:PD NOV23	$190.00
			LAW OFFICES OF JONES & MAYER		**Total Check Amount:**	**$190.00**
194474	MILLER MENDEL, INC.	01/12/2024	31793	110212111	EMPL INSIGHTS OCT/NOV	$36.00
		01/12/2024	31793	110212111	FAX USAGE OCT-DEC23	$17.70
		01/12/2024	31793	110212111	SOC MEDIA RPT OCT/NOV	$180.00
			MILLER MENDEL, INC.		**Total Check Amount:**	**$233.70**
194475	ODP BUSINESS SOLUTIONS, LLC	01/12/2024	31709	110212122	OFFICE SUPPLIES (REC)	$221.05
		01/12/2024	31709	110212111	OFFICE SUPPLIES	$83.46
		01/12/2024	31709	110212121	OFFICE SUPPLIES (P+E)	$301.72
		01/12/2024	31709	110212111	TONER	$179.03
			ODP BUSINESS SOLUTIONS, LLC		**Total Check Amount:**	**$785.26**
194476	ORANGE COUNTY BUSINESS JOURNAL	01/12/2024	18203	110323212	23/24 SUBSCRIPTION	$58.00
			ORANGE COUNTY BUSINESS JOURNAL		**Total Check Amount:**	**$58.00**
194477	PETTY CASH CUSTODIAN	01/12/2024	15768	110	PCF REPL 12-31-2023	$97.00
			PETTY CASH CUSTODIAN		**Total Check Amount:**	**$97.00**
194478	PETTY CASH CUSTODIAN	01/12/2024	23851	110	PCF REPL 12-31-2023	$84.67
			PETTY CASH CUSTODIAN		**Total Check Amount:**	**$84.67**
194479	SHANNON Y SOLANO	01/12/2024	29142	110000000	ST/UP:WEDDINGSHOW2024	$650.00
			SHANNON Y SOLANO		**Total Check Amount:**	**$650.00**
194480	TESS ELECTRIC INC	01/12/2024	31488	420515131	ELECTRICAL WORK	$727.75
			TESS ELECTRIC INC		**Total Check Amount:**	**$727.75**
194481	TRIPEPI SMITH	01/12/2024	26728	960000000	OCCMA POSTRBD/PROGRMS	$131.46
			TRIPEPI SMITH		**Total Check Amount:**	**$131.46**
194483	VERIZON WIRELESS	01/12/2024	21122	110404525	9952371837 1123-1222	$83.78
		01/12/2024	21122	110515125	9952371837 1123-1222	$12.26
		01/12/2024	21122	410515124	9952371837 1123-1222	$161.92
		01/12/2024	21122	440515122	9952371837 1123-1222	$83.78
		01/12/2024	21122	110111143	9952371837 1123-1222	$217.57

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194483	VERIZON WIRELESS	01/12/2024	21122	110141441	9952371837 1123-1222	$41.89
		01/12/2024	21122	110323243	9952371837 1123-1222	$41.89
		01/12/2024	21122	420141421	9952371837 1123-1222	$120.03
		01/12/2024	21122	420515131	9952371837 1123-1222	$908.35
		01/12/2024	21122	960000000	9952371837 1123-1222	$41.89
		01/12/2024	21122	110111151	9952371837 1123-1222	$88.78
		01/12/2024	21122	110111161	9952371837 1123-1222	$46.89
		01/12/2024	21122	110141424	9952371837 1123-1222	$33.04
		01/12/2024	21122	110141481	9952371837 1123-1222	$163.31
		01/12/2024	21122	110222223	9952371837 1123-1222	$1,892.45
		01/12/2024	21122	110323241	9952371837 1123-1222	$88.78
		01/12/2024	21122	110404311	9952371837 1123-1222	$1,184.16
		01/12/2024	21122	430515123	9952371837 1123-1222	$555.57
		01/12/2024	21122	475141471	9952371837 1123-1222	$538.15
		01/12/2024	21122	110141411	9952371837 1123-1222	$40.01
		01/12/2024	21122	110141431	9952371837 1123-1222	$40.01
		01/12/2024	21122	110212121	9952371837 1123-1222	$5,522.94
		01/12/2024	21122	110323212	9952371837 1123-1222	$83.78
		01/12/2024	21122	110323231	9952371837 1123-1222	$41.89
		01/12/2024	21122	110515171	9952371837 1123-1222	$125.67
		01/12/2024	21122	174222222	9952371837 1123-1222	$570.15
		01/12/2024	21122	460141474	9952371837 1123-1222	$130.67
				VERIZON WIRELESS	**Total Check Amount:**	**$12,859.61**
194484	JARAD HILDENBRAND	01/12/2024	32737	960000000	OCCMA CONF DINNER-DEP	$4,487.91
				JARAD HILDENBRAND	**Total Check Amount:**	**$4,487.91**
					Check Subtotal	**$198,841.55**
V54063	ANNA CHAVEZ AGUSTIN	01/12/2024	31862	110404215	ZUMBA	$420.00
				ANNA CHAVEZ AGUSTIN	**Total Check Amount:**	**$420.00**
V54064	ALL CITY MANAGEMENT SERVICES INC	01/12/2024	6604	110212132	CROSNG GRDS 1112-1125	$1,715.63
		01/12/2024	6604	110212132	CROSNG GRDS 1029-1111	$2,745.00
				ALL CITY MANAGEMENT SERVICES INC	**Total Check Amount:**	**$4,460.63**
V54065	JUDY ALLEN	01/12/2024	20447	110404215	PERSONAL TRAINER	$404.40
		01/12/2024	20447	110404215	BODYPUMP/PILATES/SS	$540.00
				JUDY ALLEN	**Total Check Amount:**	**$944.40**
V54066	CHRISTINE BOATNER	01/12/2024	18460	110404215	BODY PUMP	$30.00
				CHRISTINE BOATNER	**Total Check Amount:**	**$30.00**
V54067	C. WELLS PIPELINE MATERIALS INC	01/12/2024	13055	420515131	SPECIAL DEPT EQPT	$676.67

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V54067	C. WELLS PIPELINE MATERIALS INC	01/12/2024	13055	420515131	TOOLS	$840.45
		01/12/2024	13055	420515131	METER BOXES	$1,810.20
		01/12/2024	13055	420515131	PLUMBING SUPPLIES	$646.50
				C. WELLS PIPELINE MATERIALS INC	**Total Check Amount:**	**$3,973.82**
V54068	CALIFORNIA DOMESTIC WATER CO	01/12/2024	3388	420515131	WTR CONSUMPTION DEC23	$327,391.04
				CALIFORNIA DOMESTIC WATER CO	**Total Check Amount:**	**$327,391.04**
V54069	CANNINGS ACE HARDWARE	01/12/2024	15828	110515141	HARDWARE	$25.31
		01/12/2024	15828	110515144	HARDWARE	$22.43
				CANNINGS ACE HARDWARE	**Total Check Amount:**	**$47.74**
V54070	RYAN HENRY CARDENAS	01/12/2024	30157	110212111	TRAINING EXPENSE	$16.00
		01/12/2024	30157	110212111	TRAINING MILEAGE	$12.71
				RYAN HENRY CARDENAS	**Total Check Amount:**	**$28.71**
V54071	ANDREW P CATOR	01/12/2024	6646	460141474	MILEAGE DEC 2023	$60.26
				ANDREW P CATOR	**Total Check Amount:**	**$60.26**
V54072	CHANDLER ASSET MANAGEMENT, INC.	01/12/2024	4375	875141424	INV MGMT SVCS DEC23	$42.28
		01/12/2024	4375	930141424	INV MGMT SVCS DEC23	$5,712.23
		01/12/2024	4375	902009100	INV MGMT SVCS DEC23	$399.36
				CHANDLER ASSET MANAGEMENT, INC.	**Total Check Amount:**	**$6,153.87**
V54073	CLINICAL LABORATORY OF	01/12/2024	3390	420515131	WATER QUALITY OCT/NOV	$1,531.80
				CLINICAL LABORATORY OF	**Total Check Amount:**	**$1,531.80**
V54074	COMPLETE PAPERLESS SOLUTIONS. LLC	01/12/2024	29446	475141471	23/24 LASERFICHEBCKUP	$13,716.00
		01/12/2024	29446	475141471	23/24 LASERFICHE MNT	$16,680.00
				COMPLETE PAPERLESS SOLUTIONS. LLC	**Total Check Amount:**	**$30,396.00**
V54075	DENALYN DAVID	01/12/2024	31642	110404215	YOGA	$180.00
				DENALYN DAVID	**Total Check Amount:**	**$180.00**
V54076	MYRA DUVALL	01/12/2024	18083	110404215	YOGA	$360.00
				MYRA DUVALL	**Total Check Amount:**	**$360.00**
V54077	EQUIPMENT DIRECT INC	01/12/2024	4522	430515123	SAFETY GLOVES	$80.81
				EQUIPMENT DIRECT INC	**Total Check Amount:**	**$80.81**
V54078	EWING IRRIGATION PRODUCTS, INC.	01/12/2024	5807	420515131	PLUMBING SUPPLIES	$157.26
				EWING IRRIGATION PRODUCTS, INC.	**Total Check Amount:**	**$157.26**
V54079	GENERAL PUMP COMPANY	01/12/2024	16281	420515131	PUMP MNT-BERRY ST STN	$1,540.04
				GENERAL PUMP COMPANY	**Total Check Amount:**	**$1,540.04**
V54080	MELISSA GIFFORD	01/12/2024	10645	110404215	TRX	$150.00
				MELISSA GIFFORD	**Total Check Amount:**	**$150.00**
V54081	MARY M. GRAHAM	01/12/2024	31478	110404215	YOGA	$90.00
				MARY M. GRAHAM	**Total Check Amount:**	**$90.00**
V54082	GRANICUS, LLC.	01/12/2024	19027	110323231	ENGHQ-HSG ELEMENT UPD	$10,084.43

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			GRANICUS, LLC.		**Total Check Amount:**	**$10,084.43**
V54083	MONA HERNANDEZ	01/12/2024	23114	110404215	MASSAGE THERAPY	$758.00
			MONA HERNANDEZ		**Total Check Amount:**	**$758.00**
V54084	HOLLY ELECTRIC INC.	01/12/2024	27530	346515112	LT POLE RPR MD#6	$748.49
		01/12/2024	27530	346515112	LT RPR POLE #15	$220.45
			HOLLY ELECTRIC INC.		**Total Check Amount:**	**$968.94**
V54085	IPARQ	01/12/2024	21583	110323241	PERMIT FEES NOV 2023	$272.00
		01/12/2024	21583	110323241	PERMIT SYST FEE JAN24	$100.00
			IPARQ		**Total Check Amount:**	**$372.00**
V54086	SARA JACKSON	01/12/2024	31840	110404215	BODY PUMP	$210.00
			SARA JACKSON		**Total Check Amount:**	**$210.00**
V54087	PAMELA JOHNSTON	01/12/2024	28025	110404215	ZUMBA	$300.00
			PAMELA JOHNSTON		**Total Check Amount:**	**$300.00**
V54088	KRISTI L KANEL	01/12/2024	22868	110404215	CYCLE/LOWIMP/SS/ZUMBA	$390.00
			KRISTI L KANEL		**Total Check Amount:**	**$390.00**
V54089	DOLLY LAI	01/12/2024	18084	110404215	YOGA	$120.00
			DOLLY LAI		**Total Check Amount:**	**$120.00**
V54090	LEXIPOL LLC	01/12/2024	16773	110212111	2324 LAWENF POLICYUPD	$6,279.94
			LEXIPOL LLC		**Total Check Amount:**	**$6,279.94**
V54091	BERRY LIANG	01/12/2024	25640	110404215	PERSONAL TRAINER	$387.30
		01/12/2024	25640	110404215	TRX/CYCLE	$210.00
			BERRY LIANG		**Total Check Amount:**	**$597.30**
V54092	LINEGEAR	01/12/2024	23894	110222211	PANTS	$493.50
		01/12/2024	23894	110222221	BOOTS	$354.50
		01/12/2024	23894	110222221	UNIFORMS (RECRUIT)	$5,878.30
			LINEGEAR		**Total Check Amount:**	**$6,726.30**
V54093	TANYA LOSCUTOFF	01/12/2024	22092	110404215	PERSONAL TRAINER	$711.10
		01/12/2024	22092	110404215	SUPER SCULPT	$120.00
			TANYA LOSCUTOFF		**Total Check Amount:**	**$831.10**
V54094	LORI MAIER	01/12/2024	31187	110404215	ZUMBA	$270.00
			LORI MAIER		**Total Check Amount:**	**$270.00**
V54095	JENNIFER MANZELLA	01/12/2024	23036	950000000	ILJAOC JM MLG JUL-DEC	$69.30
			JENNIFER MANZELLA		**Total Check Amount:**	**$69.30**
V54096	ANDREA MCGRANAHAN	01/12/2024	26046	110404215	PERSONAL TRAINER	$408.60
		01/12/2024	26046	110404215	TRX/BARRE/CYCLE/LI/PS	$1,380.00
			ANDREA MCGRANAHAN		**Total Check Amount:**	**$1,788.60**
V54097	MESSINA AND ASSOCIATES	01/12/2024	25217	110222211	PROF SVCS DEC 2023	$850.00
			MESSINA AND ASSOCIATES		**Total Check Amount:**	**$850.00**

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V54098	JENNIFER MONZON-SCROFINI	01/12/2024	20158	110404215	BODYPUMP/FS/HIIT/TRX	$330.00
			JENNIFER MONZON-SCROFINI		**Total Check Amount:**	**$330.00**
V54099	NATASHA MOORE	01/12/2024	10711	110404215	BODY PUMP	$210.00
			NATASHA MOORE		**Total Check Amount:**	**$210.00**
V54100	MUNICIPAL WATER DISTRICT	01/12/2024	3784	420515131	INSPECTIONS NOV 2023	$222.00
			MUNICIPAL WATER DISTRICT		**Total Check Amount:**	**$222.00**
V54101	NIEVES LANDSCAPE, INC.	01/12/2024	31375	420515131	TREE TRIM-TONNER CYN	$2,090.00
		01/12/2024	31375	420515131	TREETRIM-VALENCIA RES	$2,380.00
			NIEVES LANDSCAPE, INC.		**Total Check Amount:**	**$4,470.00**
V54102	IRACEMA PERDOMO	01/12/2024	14135	110404215	CYCLE	$210.00
			IRACEMA PERDOMO		**Total Check Amount:**	**$210.00**
V54103	PLUMBERS DEPOT INC.	01/12/2024	14542	430515123	PLUMBING SUPPLIES	$1,246.47
		01/12/2024	14542	430515123	SEWER SUPPLIES	$227.67
			PLUMBERS DEPOT INC.		**Total Check Amount:**	**$1,474.14**
V54104	PRIME SYSTEMS INDUSTRIAL AUTOMATION	01/12/2024	27059	420515131	SCADA MNT12/6, 12/12	$495.00
			PRIME SYSTEMS INDUSTRIAL AUTOMATION		**Total Check Amount:**	**$495.00**
V54105	PTS COMMUNICATIONS, INC.	01/12/2024	31947	475141471	7147920398 JAN 2024	$75.00
			PTS COMMUNICATIONS, INC.		**Total Check Amount:**	**$75.00**
V54106	R.J. NOBLE COMPANY	01/12/2024	1076	510707299	BREA BL IMP PP1 NOV23	$144,497.38
			R.J. NOBLE COMPANY		**Total Check Amount:**	**$144,497.38**
V54107	KAYLA RABJOHNS	01/12/2024	28472	110404215	CIRCUIT/KINSTRETCH	$150.00
			KAYLA RABJOHNS		**Total Check Amount:**	**$150.00**
V54108	RCS INVESTIGATIONS & CONSULTING LLC	01/12/2024	22534	110212111	BCKGRND INVESTIGATION	$7,000.00
			RCS INVESTIGATIONS & CONSULTING LLC		**Total Check Amount:**	**$7,000.00**
V54109	ROLLINS, INC DBA ORKIN, LLC.	01/12/2024	30616	110515141	PEST CONTROL NOV 2023	$240.00
		01/12/2024	30616	490515151	PEST CONTROL NOV 2023	$1,335.00
		01/12/2024	30616	110515125	PEST CONTROL NOV 2023	$345.00
		01/12/2024	30616	420515131	PEST CONTROL NOV 2023	$75.00
			ROLLINS, INC DBA ORKIN, LLC.		**Total Check Amount:**	**$1,995.00**
V54110	ISMAEL O SILVA	01/12/2024	24370	110404215	ZUMBA	$90.00
			ISMAEL O SILVA		**Total Check Amount:**	**$90.00**
V54111	SITEONE LANDSCAPE SUPPLY, LLC	01/12/2024	25942	110515144	IRRIGATION SUPPLIES	$986.92
			SITEONE LANDSCAPE SUPPLY, LLC		**Total Check Amount:**	**$986.92**
V54112	SOOTHING ESCAPE MASSAGE LLC	01/12/2024	31650	110404215	KINSTRETCH/YOGA/MSG	$559.30
			SOOTHING ESCAPE MASSAGE LLC		**Total Check Amount:**	**$559.30**
V54113	SPECTRUM GAS PRODUCTS, INC.	01/12/2024	16060	174222222	OXYGEN	$118.70
			SPECTRUM GAS PRODUCTS, INC.		**Total Check Amount:**	**$118.70**

City Disbursement Register

Between Jan 8, 2024 12:00 AM and Jan 12, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V54114	RYAN L. TRENT	01/12/2024	14155	110212121	TRAINING EXPENSES	$1,137.50
			RYAN L. TRENT		**Total Check Amount:**	**$1,137.50**
V54115	TURBO DATA SYSTEMS, INC.	01/12/2024	1472	110212122	CITATION PROC NOV23	$486.74
			TURBO DATA SYSTEMS, INC.		**Total Check Amount:**	**$486.74**
V54116	EDEN TURNER	01/12/2024	21951	110404215	BODY PUMP	$180.00
			EDEN TURNER		**Total Check Amount:**	**$180.00**
V54117	UKG KRONOS SYSTEMS LLC	01/12/2024	22688	110222223	IVR TELESTAFF NOV23	$18.98
			UKG KRONOS SYSTEMS LLC		**Total Check Amount:**	**$18.98**
V54118	NATASHA UMRIGAR-MOLLA	01/12/2024	32097	110404215	BODY PUMP/YOGA	$120.00
			NATASHA UMRIGAR-MOLLA		**Total Check Amount:**	**$120.00**
V54119	UNDERGROUND SERVICE ALERT/SC	01/12/2024	4537	420515131	DSB WTRDIST 12/1/23	$56.86
		01/12/2024	4537	420515131	UGTICKETS SEWER NOV23	$416.00
		01/12/2024	4537	420515131	UGTICKETS WATER NOV23	$213.00
			UNDERGROUND SERVICE ALERT/SC		**Total Check Amount:**	**$685.86**
V54120	WESTERN GOLF PROPERTIES, LLC	01/12/2024	29071	465515149	BREA CREEK CGS DEC23	$5,333.83
		01/12/2024	29071	465000000	BIRCH HLLS TIPS DEC23	$4,279.27
		01/12/2024	29071	465515149	BIRCH HILLS CGS DEC23	$15,662.92
		01/12/2024	29071	465000000	BIRCH HLLS S/TX DEC23	$2,924.82
		01/12/2024	29071	465000000	BREA CREEK S/TX DEC23	$815.55
		01/12/2024	29071	465515149	BIRCH HLLS MGMT DEC23	$151,210.43
		01/12/2024	29071	465515149	BREA CREEK MGMT DEC23	$62,222.23
			WESTERN GOLF PROPERTIES, LLC		**Total Check Amount:**	**$242,449.05**
V54121	ASHLEY RENEE YOUNG	01/12/2024	30993	110212121	TRAINING EXPENSES	$60.00
			ASHLEY RENEE YOUNG		**Total Check Amount:**	**$60.00**
V54122	REBECCA YOUNT	01/12/2024	31473	110404215	SILVER SNEAKERS	$30.00
			REBECCA YOUNT		**Total Check Amount:**	**$30.00**
V54123	ZOLL MEDICAL CORPORATION	01/12/2024	23538	174222222	CABLE LEAD	$388.44
		01/12/2024	23538	174222222	PATIENT CABLE	$169.71
		01/12/2024	23538	174222222	CREDIT: INV #3483754	($445.01)
		01/12/2024	23538	174222222	CARRYCASE+BATT POCKET	$383.05
		01/12/2024	23538	174222222	CREDIT: INV #3451132	($222.50)
		01/12/2024	23538	174222222	CO2 FILTER LINE	$592.63
			ZOLL MEDICAL CORPORATION		**Total Check Amount:**	**$866.32**
					Voucher Subtotal	**$817,530.18**

TOTAL **$1,016,371.73**

City Disbursement Register

Between Jan 15, 2024 12:00 AM and Jan 19, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194485	ADT COMMERCIAL (PROTECTION ONE)	01/19/2024	30606	475141471	HALON INSPECTION	$429.19
		ADT COMMERCIAL (PROTECTION ONE)			**Total Check Amount:**	**$429.19**
194486	AIR EXCHANGE INC	01/19/2024	30200	490515151	PLYMOUNT REPAIR FS1	$277.00
			AIR EXCHANGE INC		**Total Check Amount:**	**$277.00**
194487	ASCAP	01/19/2024	18811	110404311	2024 MUSIC LICENSE	$434.00
			ASCAP		**Total Check Amount:**	**$434.00**
194488	BLAINE TECH SERVICES	01/19/2024	32564	840000000	DEVELOPER FEE REFUND	$300.00
			BLAINE TECH SERVICES		**Total Check Amount:**	**$300.00**
194489	BREA EXPRESS CAR WASH	01/19/2024	32008	480515161	CARWASH DEC 2023	$324.00
			BREA EXPRESS CAR WASH		**Total Check Amount:**	**$324.00**
194490	BREA MALL	01/19/2024	14558	110515121	2024 RING ROAD MNT	$12,307.76
			BREA MALL		**Total Check Amount:**	**$12,307.76**
194491	CALLYO 2009 CORP	01/19/2024	30811	110212121	24/25 CALLYO SYST/LIC	$5,719.08
			CALLYO 2009 CORP		**Total Check Amount:**	**$5,719.08**
194492	CHARTER COMMUNICATIONS	01/19/2024	31694	110111143	CABLE- DEC-FEB 24	$34.52
		01/19/2024	31694	110111161	CABLE- DEC-FEB 24	$17.77
		01/19/2024	31694	110141481	CABLE- DEC-FEB 24	$17.77
		01/19/2024	31694	110404311	CABLE- DEC-FEB 24	$17.77
		01/19/2024	31694	420515131	CABLE- DEC-FEB 24	$272.07
		01/19/2024	31694	490515151	CABLE- DEC-FEB 24	$17.77
		01/19/2024	31694	110111151	CABLE- DEC-FEB 24	$69.03
		01/19/2024	31694	110222211	CABLE- DEC-FEB 24	$71.06
		01/19/2024	31694	110212111	CABLE- DEC-FEB 24	$384.69
		01/19/2024	31694	110323212	CABLE- DEC-FEB 24	$86.80
		01/19/2024	31694	110404211	CABLE- DEC-FEB 24	$250.89
		01/19/2024	31694	110404521	CABLE- DEC-FEB 24	$38.67
			CHARTER COMMUNICATIONS		**Total Check Amount:**	**$1,278.81**
194493	CINTAS	01/19/2024	24347	110404211	FIRST AID RESTOCK BCC	$115.30
			CINTAS		**Total Check Amount:**	**$115.30**
194494	COMMERCIAL AQUATIC SERVICES, INC.	01/19/2024	25513	110404422	BULK CHEM @ PLUNGE	$1,234.57
			COMMERCIAL AQUATIC SERVICES, INC.		**Total Check Amount:**	**$1,234.57**
194495	COUNTY OF ORANGE	01/19/2024	4799	110212122	AFIS FEES DEC 2023	$1,701.00
			COUNTY OF ORANGE		**Total Check Amount:**	**$1,701.00**
194496	SOUTHERN CALIFORNIA EDISON	01/19/2024	3343	490515151	ELECTRICITY	$8,730.50
		01/19/2024	3343	110515121	ELECTRICITY DEC/JAN	$8,958.25
		01/19/2024	3343	420515131	ELECTRICITY DEC/JAN	$5,401.84
		01/19/2024	3343	490515151	ELECTRICITY DEC/JAN	$24,335.18
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$47,425.77**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194497	FRONTIER COMMUNICATIONS	01/19/2024	26183	420515131	5621821023 1/7-2/6/24	$58.82
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$58.82**
194498	GMS ELEVATOR SERVICES, INC.	01/19/2024	29109	110515125	ELEVATOR SVC 10/26/23	$1,500.00
		01/19/2024	29109	110515125	ELEVATOR SVC 11/6/23	$2,216.00
		01/19/2024	29109	490515151	ELEVATOR SVC 10/30/23	$1,800.00
			GMS ELEVATOR SERVICES, INC.		**Total Check Amount:**	**$5,516.00**
194499	HERITAGE PLAZA	01/19/2024	29392	270323218	SENIOR SUBSIDY FEB24	$254.00
			HERITAGE PLAZA		**Total Check Amount:**	**$254.00**
194500	HF&H CONSULTANTS, LLC	01/19/2024	27542	440515122	SB1383 SVCS OCT 2023	$4,338.75
			HF&H CONSULTANTS, LLC		**Total Check Amount:**	**$4,338.75**
194501	HOLLYDALE MOBILE ESTATES	01/19/2024	29393	270323218	SENIOR SUBSIDY FEB24	$254.00
			HOLLYDALE MOBILE ESTATES		**Total Check Amount:**	**$254.00**
194502	THE INT'L ASSN. OF CRIME ANALYSTS	01/19/2024	27897	110212121	CRIME MAPPING	$395.00
			THE INT'L ASSN. OF CRIME ANALYSTS		**Total Check Amount:**	**$395.00**
194503	LAKE PARK BREA LP	01/19/2024	5289	270323218	SENIOR SUBSIDY FEB24	$508.00
			LAKE PARK BREA LP		**Total Check Amount:**	**$508.00**
194504	MONJARAS & WISMEYER GROUP INC.	01/19/2024	32179	110141481	PROFSVCS 8914 OCT-NOV	$245.00
		01/19/2024	32179	110141481	PROFSVCS 8894 SEP-DEC	$2,782.50
		01/19/2024	32179	110141481	PROFSVCS 8983 NOV-DEC	$1,120.00
			MONJARAS & WISMEYER GROUP INC.		**Total Check Amount:**	**$4,147.50**
194505	NATIONWIDE	01/19/2024	20975	110	4436 PET INS DEC 2023	$1,511.38
			NATIONWIDE		**Total Check Amount:**	**$1,511.38**
194506	NEWGEN STRATEGIES & SOLUTIONS, LLC	01/19/2024	31442	440515122	S/W COS STUDY 12/15	$3,452.50
			NEWGEN STRATEGIES & SOLUTIONS, LLC		**Total Check Amount:**	**$3,452.50**
194507	ODP BUSINESS SOLUTIONS, LLC	01/19/2024	31709	110141441	OFFICE SUPPLIES	$31.11
		01/19/2024	31709	110404521	OFFICE SUPPLIES	$287.28
			ODP BUSINESS SOLUTIONS, LLC		**Total Check Amount:**	**$318.39**
194508	ORANGE VILLA SENIOR APARTMENTS	01/19/2024	29394	270323218	SENIOR SUBSIDY FEB24	$254.00
			ORANGE VILLA SENIOR APARTMENTS		**Total Check Amount:**	**$254.00**
194509	ORIGINAL EQUIPMENT AUTO SUPPLY	01/19/2024	32413	480515161	BRAKE PARTS	$340.40
			ORIGINAL EQUIPMENT AUTO SUPPLY		**Total Check Amount:**	**$340.40**
194510	PERFORMANCE PIPELINE TECHNOLOGIES	01/19/2024	32450	430515123	SWRMNT 9/18 VAL/LMBRT	$4,810.00
			PERFORMANCE PIPELINE TECHNOLOGIES		**Total Check Amount:**	**$4,810.00**
194511	PUENTE HILLS FORD	01/19/2024	25742	480515161	BRAKE PARTS	$308.64
		01/19/2024	25742	480515161	LIGHT	$281.36
		01/19/2024	25742	480515161	TRANSMISSN INST #1802	$4,324.81
			PUENTE HILLS FORD		**Total Check Amount:**	**$4,914.81**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194512	SAN DIEGO POLICE EQUIPMENT CO.	01/19/2024	5049	110212134	SWAT AMMO	$2,635.73
			SAN DIEGO POLICE EQUIPMENT CO.		**Total Check Amount:**	**$2,635.73**
194513	SOUTHERN CALIFORNIA PERMANENTE	01/19/2024	30681	110141481	HR MED SVCS DEC 2023	$1,557.00
			SOUTHERN CALIFORNIA PERMANENTE		**Total Check Amount:**	**$1,557.00**
194514	SPARKLETTS	01/19/2024	3001	110111161	CCCFOUNTAIN WTR DEC23	$4.49
		01/19/2024	3001	110111161	COUNCIL MTG WTR DEC23	$28.76
			SPARKLETTS		**Total Check Amount:**	**$33.25**
194515	SWRCB	01/19/2024	14532	420515131	23/24 WATER SYST FEES	$60,049.62
			SWRCB		**Total Check Amount:**	**$60,049.62**
194516	TACTICAL FIRE EQUIPMENT LLC	01/19/2024	32569	110	FIRE HOSE+COUPL S/TAX	($105.34)
		01/19/2024	32569	110222221	FIRE HOSE + COUPLINGS	$1,630.39
			TACTICAL FIRE EQUIPMENT LLC		**Total Check Amount:**	**$1,525.05**
194517	TESS ELECTRIC INC	01/19/2024	31488	420515131	ELECTRICAL WORK	$3,207.75
			TESS ELECTRIC INC		**Total Check Amount:**	**$3,207.75**
194518	TURNOUT MAINTENANCE COMPANY, LLC	01/19/2024	19898	110222221	TURNOUT CLEANING	$504.00
		01/19/2024	19898	110222221	TURNOUT ALTERATION	$125.00
			TURNOUT MAINTENANCE COMPANY, LLC		**Total Check Amount:**	**$629.00**
194519	U.S. POSTAL SERVICE	01/19/2024	3284	110111151	BREA LINE SPRING 2024	$3,787.33
			U.S. POSTAL SERVICE		**Total Check Amount:**	**$3,787.33**
194520	CF UNITED LLC	01/19/2024	30700	480515161	CARWASH NOV 2023	$190.00
			CF UNITED LLC		**Total Check Amount:**	**$190.00**
194521	VERIZON CONNECT NWF, INC.	01/19/2024	25293	480515161	PW GPS SVCS DEC 2023	$994.65
			VERIZON CONNECT NWF, INC.		**Total Check Amount:**	**$994.65**
194522	WAYNE ELECTRIC CO.	01/19/2024	15062	480515161	STARTER	$358.31
			WAYNE ELECTRIC CO.		**Total Check Amount:**	**$358.31**
194523	WESTERN AUDIO VISUAL	01/19/2024	24433	110111153	A/V EQ+SW-COUNCILMTGS	$22,347.00
			WESTERN AUDIO VISUAL		**Total Check Amount:**	**$22,347.00**
194524	DR. ROBERT L. WILKINSON	01/19/2024	19024	110141481	DOT PHYSICALS DEC23	$130.00
			DR. ROBERT L. WILKINSON		**Total Check Amount:**	**$130.00**
194525	XEROX CORPORATION	01/19/2024	3349	110141441	MAKEREADY MNT NOV23	$116.00
		01/19/2024	3349	110141441	VR280STND NOV 2023	$478.41
		01/19/2024	3349	110141441	VR280 PRNT CHGS NOV23	$1,980.03
		01/19/2024	3349	110141441	VR280 PRESS NOV 2023	$840.81
		01/19/2024	3349	110141441	UDIRECTS MNT NOV 2023	$151.27
			XEROX CORPORATION		**Total Check Amount:**	**$3,566.52**
					Check Subtotal	**$203,631.24**
V54124	ADMINISTRATIVE & PROF	01/19/2024	3344	110	4010 APEA MEMB 011224	$564.00
			ADMINISTRATIVE & PROF		**Total Check Amount:**	**$564.00**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V54125	THE ADVANTAGE GROUP	01/19/2024	24539	110	808B FSADEPCAR 011224	$1,737.49
		01/19/2024	24539	110	808C FSA URMED 011224	$5,329.95
		01/19/2024	24539	110141481	FLEX ADMIN/PROC-DEC23	$856.50
				THE ADVANTAGE GROUP	**Total Check Amount:**	**$7,923.94**
V54126	AFLAC-ACCOUNT #EZA73	01/19/2024	22923	110	ACC/CANCER INS DEC23	$1,051.66
				AFLAC-ACCOUNT #EZA73	**Total Check Amount:**	**$1,051.66**
V54127	ALTA LANGUAGE SERVICES, INC	01/19/2024	25953	110141481	BILINGUAL TEST	$55.00
				ALTA LANGUAGE SERVICES, INC	**Total Check Amount:**	**$55.00**
V54128	ALTERNATIVE HOSE, INC.	01/19/2024	18488	480515161	HOSES	$702.44
				ALTERNATIVE HOSE, INC.	**Total Check Amount:**	**$702.44**
V54129	AMERICAN VETERAN LIGHTING, INC.	01/19/2024	31163	490515152	RECYCLE LAMPS	$906.07
				AMERICAN VETERAN LIGHTING, INC.	**Total Check Amount:**	**$906.07**
V54130	ASBURY ENVIRONMENTAL SERVICES	01/19/2024	9144	420515131	ASBESTOS DISPOSAL	$1,322.22
		01/19/2024	9144	480515161	OIL DISPOSAL	$243.57
				ASBURY ENVIRONMENTAL SERVICES	**Total Check Amount:**	**$1,565.79**
V54131	AVCOGAS PROPANE SALES & SERVICES	01/19/2024	22047	480515161	PROPANE 293.6 GALS	$793.42
				AVCOGAS PROPANE SALES & SERVICES	**Total Check Amount:**	**$793.42**
V54132	BAB STEERING HYDRAULICS INC.	01/19/2024	18365	480515161	CYLINDER	$682.76
				BAB STEERING HYDRAULICS INC.	**Total Check Amount:**	**$682.76**
V54133	BEST LAWN MOWER SERVICE	01/19/2024	16230	480515161	OIL	$45.40
				BEST LAWN MOWER SERVICE	**Total Check Amount:**	**$45.40**
V54134	BPSEA MEMORIAL FOUNDATION	01/19/2024	14990	110	4050 MEMORIAL 011224	$128.00
				BPSEA MEMORIAL FOUNDATION	**Total Check Amount:**	**$128.00**
V54135	BREA CITY EMPLOYEES ASSOCIATION	01/19/2024	3236	110	4005 BCEA MEMB 011224	$720.00
				BREA CITY EMPLOYEES ASSOCIATION	**Total Check Amount:**	**$720.00**
V54136	BREA FIREFIGHTERS ASSOCIATION	01/19/2024	3237	110	4016 ASSOCMEMB 011224	$3,774.00
				BREA FIREFIGHTERS ASSOCIATION	**Total Check Amount:**	**$3,774.00**
V54137	BREA POLICE ASSOCIATION	01/19/2024	3769	110	4030 BPA REG 011224	$3,600.00
				BREA POLICE ASSOCIATION	**Total Check Amount:**	**$3,600.00**
V54138	BREA POLICE ATHLETIC LEAGUE	01/19/2024	1068	110	5010 B.P.A.L. 011224	$135.00
				BREA POLICE ATHLETIC LEAGUE	**Total Check Amount:**	**$135.00**
V54139	BREA POLICE MANAGEMENT ASSOCIATION	01/19/2024	21189	110	4019 LDF MEMB 011224	$9.50
		01/19/2024	21189	110	4020 PMA MEMB 011224	$130.00
				BREA POLICE MANAGEMENT ASSOCIATION	**Total Check Amount:**	**$139.50**
V54140	BREA TOWING	01/19/2024	16399	110212121	TOWING (INV) DEC 2023	$223.82
		01/19/2024	16399	110212131	TOWING (TFC) DEC 2023	$2,644.17
				BREA TOWING	**Total Check Amount:**	**$2,867.99**
V54141	BREA/ORANGE COUNTY PLUMBING	01/19/2024	3781	490515151	CLEARED PIT DRAIN	$1,872.00

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			BREA/ORANGE COUNTY PLUMBING		**Total Check Amount:**	**$1,872.00**
V54142	BUTLER CHEMICALS, INC.	01/19/2024	6515	490515151	SR CTR D/W SVC DEC23	$188.56
			BUTLER CHEMICALS, INC.		**Total Check Amount:**	**$188.56**
V54143	CALIF INSURANCE POOL AUTHORITY	01/19/2024	21666	470141483	22/23 PROP INS ADJ	$1,268.00
		01/19/2024	21666	470141483	22/23 WORKERSCOMP ADJ	$16,037.00
			CALIF INSURANCE POOL AUTHORITY		**Total Check Amount:**	**$17,305.00**
V54144	CALIFORNIA DOMESTIC WATER CO	01/19/2024	3388	420515131	TOMLNSON ASSMNT DEC23	$6,204.00
			CALIFORNIA DOMESTIC WATER CO		**Total Check Amount:**	**$6,204.00**
V54145	CALIFORNIA FORENSIC PHLEBOTOMY INC.	01/19/2024	4488	110212131	PHLEBOTOMY DEC 2023	$827.54
			CALIFORNIA FORENSIC PHLEBOTOMY INC.		**Total Check Amount:**	**$827.54**
V54146	CANNINGS ACE HARDWARE	01/19/2024	15828	480515161	SHOP SUPPLIES	$85.47
			CANNINGS ACE HARDWARE		**Total Check Amount:**	**$85.47**
V54147	CARNEY MEHR, A LEGAL CORPORATION	01/19/2024	28329	950000000	ILJAOC LGL SVCS DEC23	$192.50
			CARNEY MEHR, A LEGAL CORPORATION		**Total Check Amount:**	**$192.50**
V54148	JASON M CELMER	01/19/2024	11286	110212131	SHOT SHOW/TRNG 2024	$160.00
			JASON M CELMER		**Total Check Amount:**	**$160.00**
V54149	BRANDON CHUNG	01/19/2024	18773	460141474	MILEAGE DEC 2023	$247.59
			BRANDON CHUNG		**Total Check Amount:**	**$247.59**
V54150	COLONIAL LIFE PROCESSING CENTER	01/19/2024	26071	110	S/T DISAB INS DEC23	$7,405.12
		01/19/2024	26071	110	ACCIDENT INS DEC23	$4,321.34
		01/19/2024	26071	110	CANCER INS DEC23	$3,772.90
		01/19/2024	26071	110	CRIT ILLNS INS DEC23	$1,750.69
		01/19/2024	26071	110	HOSPITAL INS DEC23	$978.74
			COLONIAL LIFE PROCESSING CENTER		**Total Check Amount:**	**$18,228.79**
V54151	COMLOCK SECURITY-GROUP	01/19/2024	13625	490515151	LOCK REPAIR = SR CTR	$265.00
		01/19/2024	13625	480515161	KEYS	$70.68
			COMLOCK SECURITY-GROUP		**Total Check Amount:**	**$335.68**
V54152	CORELOGIC	01/19/2024	25542	280323215	REAL EST LISTNG DEC23	$185.00
			CORELOGIC		**Total Check Amount:**	**$185.00**
V54153	DANIELS TIRE SERVICE	01/19/2024	3133	480515161	TIRES	$1,884.38
			DANIELS TIRE SERVICE		**Total Check Amount:**	**$1,884.38**
V54154	DELTA DENTAL INSURANCE COMPANY	01/19/2024	26074	110	79395 DNTL HMO JAN24	$1,947.28
			DELTA DENTAL INSURANCE COMPANY		**Total Check Amount:**	**$1,947.28**
V54155	ELLIOT AUTO SUPPLY CO., INC.	01/19/2024	3504	480515161	WIPERS	$131.24
		01/19/2024	3504	480515161	TIRE SENSOR	$140.44
			ELLIOT AUTO SUPPLY CO., INC.		**Total Check Amount:**	**$271.68**
V54156	ESRI	01/19/2024	25858	110515111	23/24 ARCGIS	$400.00
		01/19/2024	25858	110515141	23/24 ARCGIS	$300.00

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V54156	ESRI	01/19/2024	25858	110515143	23/24 ARCGIS	$200.00
		01/19/2024	25858	440515122	23/24 ARCGIS	$400.00
		01/19/2024	25858	420515131	23/24 ARCGIS	$700.00
		01/19/2024	25858	490515151	23/24 ARCGIS	$200.00
				ESRI	**Total Check Amount:**	**$2,200.00**
V54157	FIDELITY SECURITY LIFE INSURANCE	01/19/2024	23035	110	9827288 VISION JAN24	$2,789.64
				FIDELITY SECURITY LIFE INSURANCE	**Total Check Amount:**	**$2,789.64**
V54158	FLEMING ENVIRONMENTAL, INC.	01/19/2024	18487	480515161	VAPOR TESTING AST	$850.00
				FLEMING ENVIRONMENTAL, INC.	**Total Check Amount:**	**$850.00**
V54159	GALLS/QUARTERMASTER	01/19/2024	16493	110212111	UNIFORMS	$354.65
		01/19/2024	16493	110212111	UNIFORMS - RECRUIT	$44.17
				GALLS/QUARTERMASTER	**Total Check Amount:**	**$398.82**
V54160	JESSE GARDUNA	01/19/2024	16006	110212121	EVERYTHING GOOGLE	$16.00
				JESSE GARDUNA	**Total Check Amount:**	**$16.00**
V54161	GRAINGER	01/19/2024	13634	420515131	PLUMBING SUPPLIES	$4,152.22
				GRAINGER	**Total Check Amount:**	**$4,152.22**
V54162	HCI SYSTEMS INC	01/19/2024	25112	490515151	SPRINKLER INSP BCC	$846.00
		01/19/2024	25112	490515151	SPRINKLER INSP SR CTR	$925.00
		01/19/2024	25112	110515125	SPRINKLER INSP DT PS1	$600.00
		01/19/2024	25112	490515151	FIRE ALARM INSP FS3	$575.00
		01/19/2024	25112	490515151	SPRINKLER INSP FS3	$575.00
		01/19/2024	25112	490515151	SPRINKLER INSP FS4	$850.00
		01/19/2024	25112	490515151	FIRE ALARM INSP CCC	$3,385.00
		01/19/2024	25112	490515151	KITCHEN HOOD INSP BCC	$883.00
		01/19/2024	25112	110515125	FIRE ALARM INSP DTPS2	$1,000.00
		01/19/2024	25112	110515125	FIRE ALARM INSP DTPS3	$440.00
		01/19/2024	25112	490515151	FIRE ALARM INSP BCC	$3,567.00
		01/19/2024	25112	490515151	SPRINKLER INSP CCC	$846.00
		01/19/2024	25112	490515151	SPRINKLER INSP FS2	$1,005.00
		01/19/2024	25112	490515151	SPRINKLER INSP YARD	$800.00
				HCI SYSTEMS INC	**Total Check Amount:**	**$16,297.00**
V54163	JOSHUA WILLIAM HORN	01/19/2024	27741	110212121	EVERYTHING GOOGLE	$16.00
				JOSHUA WILLIAM HORN	**Total Check Amount:**	**$16.00**
V54164	CECILIA HUPP	01/19/2024	25261	110111111	TRAINING EXPENSES	$54.00
				CECILIA HUPP	**Total Check Amount:**	**$54.00**
V54165	MICHAEL JAMES	01/19/2024	24674	950000000	ILJAOC MJ MLG JUL-DEC	$672.03
				MICHAEL JAMES	**Total Check Amount:**	**$672.03**
V54166	JAX AUTO	01/19/2024	20187	480515161	SMOG TEST #1203	$49.75

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V54166	JAX AUTO	01/19/2024	20187	480515161	SMOG TEST #1529	$49.75
		01/19/2024	20187	480515161	SMOG TEST #2114	$49.75
		01/19/2024	20187	480515161	SMOG TEST #29023	$49.75
		01/19/2024	20187	480515161	SMOG TEST #1220	$49.75
		01/19/2024	20187	480515161	SMOG TEST #1410	$49.75
		01/19/2024	20187	480515161	SMOG TEST #1515	$49.75
				JAX AUTO	**Total Check Amount:**	**$348.25**
V54167	K PRO STONE CARE	01/19/2024	20535	490515151	STONE CLEANING @ FS1	$2,100.00
		01/19/2024	20535	490515151	DEEP CLEAN/POLISH-FS3	$3,300.00
		01/19/2024	20535	110515125	PORTER SVC DT 1123-25	$800.00
				K PRO STONE CARE	**Total Check Amount:**	**$6,200.00**
V54168	KEENAN & ASSOCIATES	01/19/2024	22439	470141483	2024 WORKERS COMP #2	$11,389.33
				KEENAN & ASSOCIATES	**Total Check Amount:**	**$11,389.33**
V54169	KIMBALL MIDWEST	01/19/2024	23053	480515161	NUTS + BOLTS	$310.87
				KIMBALL MIDWEST	**Total Check Amount:**	**$310.87**
V54170	KWIK KLEEN	01/19/2024	23771	480515161	PARTS WASHER SERVICE	$190.00
				KWIK KLEEN	**Total Check Amount:**	**$190.00**
V54171	LEHR	01/19/2024	26035	480515161	REPLACE LIGHT BAR	$625.00
		01/19/2024	26035	480515161	CHANGEOVER LIC1490296	$8,481.33
				LEHR	**Total Check Amount:**	**$9,106.33**
V54172	LIEBERT CASSIDY WHITMORE	01/19/2024	2489	110141481	PRFO SVCS 00028 NOV23	$5,037.00
		01/19/2024	2489	110141481	PROF SVCS 00001 NOV23	$87.00
		01/19/2024	2489	110141481	PROF SVCS 00025 NOV23	$121.50
				LIEBERT CASSIDY WHITMORE	**Total Check Amount:**	**$5,245.50**
V54173	LINEGEAR	01/19/2024	23894	110222221	BOOTS	$354.50
				LINEGEAR	**Total Check Amount:**	**$354.50**
V54174	MAR-CO EQUIPMENT COMPANY	01/19/2024	20329	480515161	SWEEPER REPAIR	$1,583.68
				MAR-CO EQUIPMENT COMPANY	**Total Check Amount:**	**$1,583.68**
V54175	MESSINA AND ASSOCIATES	01/19/2024	25217	110212111	PROF SVCS OCT-DEC23	$1,100.00
				MESSINA AND ASSOCIATES	**Total Check Amount:**	**$1,100.00**
V54176	WILLIAM MONTALVO	01/19/2024	12387	110212121	EVERYTHING GOOGLE	$16.00
				WILLIAM MONTALVO	**Total Check Amount:**	**$16.00**
V54177	MOTOROLA SOLUTIONS, INC.	01/19/2024	22012	234212143	CMND CTRL AWARE SW #1	$146,372.00
				MOTOROLA SOLUTIONS, INC.	**Total Check Amount:**	**$146,372.00**
V54178	MUNICIPAL DENTAL POOL	01/19/2024	30638	110	DELTA DENTAL JAN 2024	$17,116.97
				MUNICIPAL DENTAL POOL	**Total Check Amount:**	**$17,116.97**
V54179	OC UNITED TOGETHER, INC.	01/19/2024	32617	902009100	SFYC PROG STAFF NOV23	$3,778.00
		01/19/2024	32617	902009100	THRIVE/WC STAFF NOV23	$3,968.00

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			OC UNITED TOGETHER, INC.		**Total Check Amount:**	**$7,746.00**
V54180	PARACLETE FIRE AND SAFETY, INC.	01/19/2024	17760	110222221	F/X SVC FS#3 DEC 2023	$175.00
			PARACLETE FIRE AND SAFETY, INC.		**Total Check Amount:**	**$175.00**
V54181	PETE'S ROAD SERVICE, INC.	01/19/2024	3734	480515161	TIRE INSTALL	$1,913.75
			PETE'S ROAD SERVICE, INC.		**Total Check Amount:**	**$1,913.75**
V54182	PLUMBING WHOLESALE OUTLET, INC.	01/19/2024	18392	490515151	SPUD	$13.02
			PLUMBING WHOLESALE OUTLET, INC.		**Total Check Amount:**	**$13.02**
V54183	QUINN COMPANY	01/19/2024	12380	480515161	CREDIT:PC810979582	($102.04)
		01/19/2024	12380	480515161	OIL	$259.01
			QUINN COMPANY		**Total Check Amount:**	**$156.97**
V54184	RICHARDS, WATSON & GERSHON	01/19/2024	8978	110212111	197 PITCHSS MTN NOV23	$5,036.00
			RICHARDS, WATSON & GERSHON		**Total Check Amount:**	**$5,036.00**
V54185	RUSSELL SIGLER INC.	01/19/2024	21638	181404250	TEEN ZONE A/C UNIT	$7,003.75
			RUSSELL SIGLER INC.		**Total Check Amount:**	**$7,003.75**
V54186	SC FUELS	01/19/2024	16654	480515161	CLR DIESEL 1079.8GALS	$4,755.61
		01/19/2024	16654	480515161	REG UNL ETH 2988 GALS	$11,331.17
		01/19/2024	16654	480515161	CLR DIESEL 1801.6GALS	$7,561.55
			SC FUELS		**Total Check Amount:**	**$23,648.33**
V54187	CYNTHIA MARGARET SCHWARTZ	01/19/2024	32371	110404521	ZUMBA GOLD	$80.00
			CYNTHIA MARGARET SCHWARTZ		**Total Check Amount:**	**$80.00**
V54188	SNAP-ON INDUSTRIAL	01/19/2024	17125	480515161	DATA CABLE	$91.80
			SNAP-ON INDUSTRIAL		**Total Check Amount:**	**$91.80**
V54189	SOUTHERN CALIFORNIA NEWS GROUP	01/19/2024	32570	110212111	LEGAL NOTICE AUG 2023	$388.50
		01/19/2024	32570	110323231	LEGAL NOTICE AUG 2023	$971.86
		01/19/2024	32570	110515111	LEGAL NOTICE NOV 2023	$332.16
			SOUTHERN CALIFORNIA NEWS GROUP		**Total Check Amount:**	**$1,692.52**
V54190	STAGELIGHT FAMILY PRODUCTIONS	01/19/2024	7825	110404542	BYT24 SEUSSICAL #2	$29,969.95
			STAGELIGHT FAMILY PRODUCTIONS		**Total Check Amount:**	**$29,969.95**
V54191	STATE INDUSTRIAL PRODUCTS	01/19/2024	8572	490515151	CHEMICALS	$1,743.09
			STATE INDUSTRIAL PRODUCTS		**Total Check Amount:**	**$1,743.09**
V54192	STEAMX LLC	01/19/2024	24072	480515161	PRESSURE WASHER RPR	$1,446.53
			STEAMX LLC		**Total Check Amount:**	**$1,446.53**
V54193	STEVE A. FILARSKY, ATTORNEY-AT-LAW	01/19/2024	31186	110141481	PROF LEGAL SVCS DEC23	$1,163.91
			STEVE A. FILARSKY, ATTORNEY-AT-LAW		**Total Check Amount:**	**$1,163.91**
V54194	STOTZ EQUIPMENT	01/19/2024	24388	480515161	CUSHION COVER	$40.86
			STOTZ EQUIPMENT		**Total Check Amount:**	**$40.86**
V54195	SUPERCO SPEC PROD/MOMAR, INC.	01/19/2024	16084	490515151	CHEMICALS	$1,719.34
			SUPERCO SPEC PROD/MOMAR, INC.		**Total Check Amount:**	**$1,719.34**

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V54196	SUPERIOR ALARM SYSTEMS	01/19/2024	11074	110404211	BCC ALARM PROGRAMMING	$89.00
			SUPERIOR ALARM SYSTEMS		**Total Check Amount:**	**$89.00**
V54197	TECHNICOLOR PRINTING	01/19/2024	24354	110404424	YTH BASKETBALL SHIRTS	$2,327.40
			TECHNICOLOR PRINTING		**Total Check Amount:**	**$2,327.40**
V54198	UNDERGROUND SERVICE ALERT/SC	01/19/2024	4537	420515131	DSB FEE 12/1/2023	$113.72
			UNDERGROUND SERVICE ALERT/SC		**Total Check Amount:**	**$113.72**
V54199	UNITED ROTARY BRUSH CORPORATION	01/19/2024	16649	480515161	SWEEPER BROOMS	$533.88
			UNITED ROTARY BRUSH CORPORATION		**Total Check Amount:**	**$533.88**
V54200	US BANK XX0338 CITY MGR	01/19/2024	24704	110111111	CALCARD-CMADM 122223	$5,958.78
		01/19/2024	24704	110323212	CALCARD-CMADM 122223	$100.00
		01/19/2024	24704	110111161	CALCARD-CMADM 122223	$100.00
		01/19/2024	24704	110323214	CALCARD-CMADM 122223	$100.00
		01/19/2024	24704	480515161	CALCARD-CMADM 122223	$45.29
		01/19/2024	24704	110111151	CALCARD-CMADM 122223	$1,198.45
		01/19/2024	24704	110222211	CALCARD-CMADM 122223	$100.00
		01/19/2024	24704	110111143	CALCARD-CMADM 122223	$1,139.34
		01/19/2024	24704	902009100	CALCARD-CMADM 122223	$69.56
			US BANK XX0338 CITY MGR		**Total Check Amount:**	**$8,811.42**
V54201	US BANK XX0312 HR	01/19/2024	24776	470141483	CAL CARDS HR 122223	$244.56
		01/19/2024	24776	110212133	CAL CARDS HR 122223	($36.84)
		01/19/2024	24776	110141481	CAL CARDS HR 122223	$1,061.65
			US BANK XX0312 HR		**Total Check Amount:**	**$1,269.37**
V54204	US BANK XX0593 COMM SVC	01/19/2024	24777	110141481	CALCARD-MM-122223	$67.92
		01/19/2024	24777	110404311	CAL-CARD-KS-122223	$19.80
		01/19/2024	24777	110404421	CAL-CARD-AR-122223	$1,975.62
		01/19/2024	24777	110404425	CAL-CARD-AU-122223	$16.87
		01/19/2024	24777	110000000	CAL-CARD-JE-122223	$450.00
		01/19/2024	24777	110404154	CAL-CARD-RH-122223	$69.36
		01/19/2024	24777	110404215	CAL-CARD-AC-122223	$423.25
		01/19/2024	24777	110404215	CAL-CARD-DA-122223	$458.54
		01/19/2024	24777	110404217	CAL-CARD-VU-122223	$385.32
		01/19/2024	24777	110404421	CAL-CARD-VC-122223	$33.77
		01/19/2024	24777	110404425	CAL-CARD-SS-122223	$436.19
		01/19/2024	24777	110404429	CAL-CARD-VU-122223	$556.50
		01/19/2024	24777	110404521	CAL-CARD-AM-122223	$491.68
		01/19/2024	24777	110404542	CAL-CARD-EF-122223	$1,233.75
		01/19/2024	24777	110404542	CAL-CARD-HH-122223	$277.45

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V54204	US BANK XX0593 COMM SVC	01/19/2024	24777	110	CALCARD-S.TX-122223	$0.11
		01/19/2024	24777	110111143	CAL-CARD-AC-122223	$102.73
		01/19/2024	24777	110404154	CAL-CARD-AU-122223	$82.85
		01/19/2024	24777	110404211	CAL-CARD-RH-122223	$133.57
		01/19/2024	24777	110404311	CAL-CARD-AR-122223	$31.99
		01/19/2024	24777	110404311	CAL-CARD-HE-122223	$552.42
		01/19/2024	24777	110404311	CAL-CARD-JE-122223	$143.28
		01/19/2024	24777	110404311	CAL-CARD-SS-122223	$80.75
		01/19/2024	24777	110404421	CAL-CARD-KS-122223	$2,752.06
		01/19/2024	24777	110404424	CAL-CARD-BH-122223	$25.41
		01/19/2024	24777	110404425	CAL-CARD-MM-122223	$24.12
		01/19/2024	24777	110404429	CAL-CARD-MM-122223	$605.55
		01/19/2024	24777	110404521	CAL-CARD-TT-122223	$440.00
		01/19/2024	24777	110404542	CAL-CARD-KK-122223	$1,280.34
		01/19/2024	24777	110404211	CAL-CARD-NA-122223	$700.65
		01/19/2024	24777	110404215	CAL-CARD-AU-122223	$287.74
		01/19/2024	24777	110404217	CAL-CARD-MM-122223	$140.55
		01/19/2024	24777	110404521	CAL-CARD-FL-122223	$1,729.63
		01/19/2024	24777	110404521	CAL-CARD-NG-122223	$28.99
		01/19/2024	24777	110404523	CAL-CARD-JE-122223	$192.57
		01/19/2024	24777	110404541	CAL-CARD-KC-122223	$3,495.31
		01/19/2024	24777	110404542	CAL-CARD-KH-122223	$111.06
				US BANK XX0593 COMM SVC	**Total Check Amount:**	**$19,837.70**
V54205	US BANK XX0502 COMM & MKTG	01/19/2024	24778	110111152	CALCARDS-1223DF	$82.29
		01/19/2024	24778	110111152	CALCARDS-1223RS	$32.31
		01/19/2024	24778	110111152	CALCARDS-1223LP	$144.00
		01/19/2024	24778	110141481	CALCARDS-1223LP	$57.77
		01/19/2024	24778	110111143	CALCARDS-1223AEM	$215.76
		01/19/2024	24778	110111151	CALCARDS-1223LP	$14.00
		01/19/2024	24778	110111153	CALCARDS-1223DF	$591.55
				US BANK XX0502 COMM & MKTG	**Total Check Amount:**	**$1,137.68**
V54206	US BANK XX0353 COMM DEV	01/19/2024	24779	110	CALCARD CD/PL/BS 1223	$10.00
		01/19/2024	24779	110111143	CALCARD CD/PL/BS 1223	$20.00
		01/19/2024	24779	110323212	CALCARD CD/PL/BS 1223	$528.02
		01/19/2024	24779	110323214	CALCARD CD/PL/BS 1223	$742.34
		01/19/2024	24779	110323231	CALCARD CD/PL/BS 1223	$1,309.70
				US BANK XX0353 COMM DEV	**Total Check Amount:**	**$2,610.06**

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V54208	US BANK XX0270 ADMIN SVCS	01/19/2024	24781	110141414	CALCARDS FIN 122223	$624.51
		01/19/2024	24781	110141441	CALCARDS FIN 122223	$1,716.81
		01/19/2024	24781	110141481	CALCARDS FIN 122223	$200.62
		01/19/2024	24781	110	CALCARDS FIN 122223	($4.70)
		01/19/2024	24781	110	CALCARDS-CLERK 122223	$63.54
		01/19/2024	24781	110111143	CALCARDS-CLERK 122223	$340.32
		01/19/2024	24781	110111161	CALCARDS-CLERK 122223	$2,081.05
		01/19/2024	24781	110141411	CALCARDS FIN 122223	$611.94
		01/19/2024	24781	110141431	CALCARDS FIN 122223	$659.37
		01/19/2024	24781	110404311	CALCARDS-CLERK 122223	$72.73
				US BANK XX0270 ADMIN SVCS	**Total Check Amount:**	**$6,366.19**
V54209	US BANK XX0650 FIRE	01/19/2024	24782	110222211	CALCARDS-FIRE 122223	$2,511.27
		01/19/2024	24782	110111143	CALCARDS-FIRE 122223	$27.08
		01/19/2024	24782	110222231	CALCARDS-FIRE 122223	$5,521.86
		01/19/2024	24782	174222222	CALCARDS-FIRE 122223	$2,083.35
		01/19/2024	24782	110	CALCARDS-FIRE 122223	$84.94
		01/19/2024	24782	110222221	CALCARDS-FIRE 122223	$5,358.35
		01/19/2024	24782	110222223	CALCARDS-FIRE 122223	$494.41
				US BANK XX0650 FIRE	**Total Check Amount:**	**$16,081.26**
V54210	US BANK XX0346 IT	01/19/2024	24783	110515125	CALCARDS IT 122223	$199.14
		01/19/2024	24783	460141474	CALCARDS IT 122223	$366.67
		01/19/2024	24783	475141471	CALCARDS IT 122223	$2,959.77
		01/19/2024	24783	865111143	CALCARDS IT 122223	$29.98
		01/19/2024	24783	110222223	CALCARDS IT 122223	$29.98
		01/19/2024	24783	280323215	CALCARDS IT 122223	$25.00
				US BANK XX0346 IT	**Total Check Amount:**	**$3,610.54**
V54212	US BANK XX0221 PW	01/19/2024	24784	110515121	CALCARDS 122223	$390.88
		01/19/2024	24784	110141481	CALCARDS 122223	$30.00
		01/19/2024	24784	110212121	CALCARDS 122223	$152.45
		01/19/2024	24784	110515125	CALCARDS 122223	$73.99
		01/19/2024	24784	420515131	CALCARDS 122223	$1,019.00
		01/19/2024	24784	490515151	CALCARDS 122223	$2,030.12
		01/19/2024	24784	110404421	CALCARDS 122223	$90.75
		01/19/2024	24784	110515111	CALCARDS 122223	$150.00
		01/19/2024	24784	110515141	CALCARDS 122223	$734.48
		01/19/2024	24784	110515144	CALCARDS 122223	$443.54
		01/19/2024	24784	510707328	CALCARDS 122223	$6,195.44

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V54212	US BANK XX0221 PW	01/19/2024	24784	110515171	CALCARDS 122223	$5.00
		01/19/2024	24784	430515126	CALCARDS 122223	$246.27
		01/19/2024	24784	480515161	CALCARDS 122223	$2,571.58
		01/19/2024	24784	110222221	CALCARDS 122223	$3.97
		01/19/2024	24784	110515143	CALCARDS 122223	$798.83
		01/19/2024	24784	430515123	CALCARDS 122223	$425.19
				US BANK XX0221 PW	**Total Check Amount:**	**$15,361.49**
V54214	US BANK XX0544 POLICE	01/19/2024	24785	110212131	CAL-CARDS 12/22/23	$3,182.51
		01/19/2024	24785	110212134	CAL-CARDS 12/22/23	$1,155.15
		01/19/2024	24785	480515161	CAL-CARDS 12/22/23	$1,105.91
		01/19/2024	24785	110212112	CAL-CARDS 12/22/23	$107.06
		01/19/2024	24785	110212133	CAL-CARDS 12/22/23	$1,941.23
		01/19/2024	24785	172212133	CAL-CARDS 12/22/23	$1,695.03
		01/19/2024	24785	110	CAL-CARDS 12/22/23	($2.33)
		01/19/2024	24785	110212111	CAL-CARDS 12/22/23	$10,040.40
		01/19/2024	24785	110212122	CAL-CARDS 12/22/23	$158.74
		01/19/2024	24785	110212132	CAL-CARDS 12/22/23	$155.70
		01/19/2024	24785	110212121	CAL-CARDS 12/22/23	$3,405.45
		01/19/2024	24785	110212141	CAL-CARDS 12/22/23	$1,103.05
		01/19/2024	24785	902009100	CAL-CARDS 12/22/23	$284.36
				US BANK XX0544 POLICE	**Total Check Amount:**	**$24,332.26**
V54215	US BANK XX3401 PW- ADMIN	01/19/2024	24786	420515131	CALCARDS 122223	$87.64
		01/19/2024	24786	110515111	CALCARDS 122223	$63.54
		01/19/2024	24786	110515171	CALCARDS 122223	$80.79
				US BANK XX3401 PW- ADMIN	**Total Check Amount:**	**$231.97**
V54216	VINTAGE CREEK SENIOR APARTMENTS LP	01/19/2024	29395	270323218	SENIOR SUBSIDY FEB24	$508.00
				VINTAGE CREEK SENIOR APARTMENTS LP	**Total Check Amount:**	**$508.00**
V54217	VORTEX	01/19/2024	15007	490515151	APP BAY DOOR RPR-FS3	$2,755.15
		01/19/2024	15007	490515151	DOOR REPAIR - SR CTR	$693.00
				VORTEX	**Total Check Amount:**	**$3,448.15**
V54218	WALTERS WHOLESALE ELECTRIC	01/19/2024	1667	490515151	ELECTRICAL PARTS	$48.91
				WALTERS WHOLESALE ELECTRIC	**Total Check Amount:**	**$48.91**
V54219	ASHLEY RENEE YOUNG	01/19/2024	30993	110212121	EVERYTHING GOOGLE	$16.00
				ASHLEY RENEE YOUNG	**Total Check Amount:**	**$16.00**
					Voucher Subtotal	**$492,745.40**

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TOTAL $696,376.64

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194526	AMERON POLE PRODUCTS, LLC	01/26/2024	26799	110515121	NEW STREETLIGHT POLES	$25,772.63
			AMERON POLE PRODUCTS, LLC		**Total Check Amount:**	**$25,772.63**
194527	ARDURRA GROUP, INC.	01/26/2024	29147	110000000	PLAN CHECK SVCS NOV23	$432.00
		01/26/2024	29147	84051517P	PLAN CHECK SVCS NOV23	$2,065.50
			ARDURRA GROUP, INC.		**Total Check Amount:**	**$2,497.50**
194528	AT&T LONG DISTANCE	01/26/2024	1737	475141471	807752441 1/3-2/2	$48.45
			AT&T LONG DISTANCE		**Total Check Amount:**	**$48.45**
194529	BAKER TILLY US, LLP	01/26/2024	32102	480515161	FLEET UTIL STUDY ACT4	$8,300.00
			BAKER TILLY US, LLP		**Total Check Amount:**	**$8,300.00**
194530	BIRCH-KRAEMER LLC	01/26/2024	23835	110000000	DEVELOPER FEE REFUND	$7,005.17
			BIRCH-KRAEMER LLC		**Total Check Amount:**	**$7,005.17**
194531	CARBON HEALTH MEDICAL GROUP	01/26/2024	31936	110141481	HR MED SVCS DEC 2023	$285.00
			CARBON HEALTH MEDICAL GROUP		**Total Check Amount:**	**$285.00**
194532	PATRICIA CARROLL	01/26/2024	32740	110404541	TTD24 SHIPPING COST	$1,443.60
			PATRICIA CARROLL		**Total Check Amount:**	**$1,443.60**
194533	CITY OF ANAHEIM	01/26/2024	4908	110222211	METRO CITIES 23/24 Q3	$76,378.50
			CITY OF ANAHEIM		**Total Check Amount:**	**$76,378.50**
194534	CIVILTEC ENGINEERING INC.	01/26/2024	2581	510707479	FINAL DESIGN PH DEC23	$9,560.00
			CIVILTEC ENGINEERING INC.		**Total Check Amount:**	**$9,560.00**
194535	THE COUNSELING TEAM INTERNATIONAL	01/26/2024	13933	110222221	EMPL SUPP SVCS DEC23	$110.00
			THE COUNSELING TEAM INTERNATIONAL		**Total Check Amount:**	**$110.00**
194536	COUNTY OF ORANGE	01/26/2024	4799	110212122	PRKNG CITATIONS DEC23	$2,791.50
			COUNTY OF ORANGE		**Total Check Amount:**	**$2,791.50**
194537	COUNTY OF ORANGE	01/26/2024	4799	172212133	800MHZBCKBONE 2324 Q3	$44,675.00
			COUNTY OF ORANGE		**Total Check Amount:**	**$44,675.00**
194538	D.S. CUSTOM LINENS, INC	01/26/2024	31417	110141441	LINEN CLEANING 12/15	$611.68
		01/26/2024	31417	110141441	GAS SURCHARGE DEC23	$24.00
			D.S. CUSTOM LINENS, INC		**Total Check Amount:**	**$635.68**
194539	DEPARTMENT OF JUSTICE	01/26/2024	13406	110141481	FINGERPRNT APPS DEC23	$550.00
			DEPARTMENT OF JUSTICE		**Total Check Amount:**	**$550.00**
194540	DMV RENEWAL	01/26/2024	3545	480515161	2024 RENEWAL 25E6152	$174.00
			DMV RENEWAL		**Total Check Amount:**	**$174.00**
194541	SOUTHERN CALIFORNIA EDISON	01/26/2024	3343	110515148	ELECTRICITY	$78.32
		01/26/2024	3343	110515121	ELECTRICITY	$10,151.26
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$10,229.58**
194542	EIDE BAILLY LLP	01/26/2024	29040	110141431	22/23 FIN AUDIT FINAL	$23,088.00
		01/26/2024	29040	630141432	22/23 FIN AUDIT FINAL	$4,125.00
		01/26/2024	29040	420141431	22/23 FIN AUDIT FINAL	$11,794.00

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194542	EIDE BAILLY LLP	01/26/2024	29040	430141431	22/23 FIN AUDIT FINAL	$5,879.00
			EIDE BAILLY LLP		**Total Check Amount:**	**$44,886.00**
194543	EIDE BAILLY LLP	01/26/2024	29040	950000000	ILJAOC 22/23 FIN AUD	$12,733.25
			EIDE BAILLY LLP		**Total Check Amount:**	**$12,733.25**
194544	ERIC W. GRUVER PHD	01/26/2024	7856	110141481	PRE-EMPL EVAL 12/5/23	$425.00
		01/26/2024	7856	110141481	PRE-EMPL EVAL 1/9/24	$425.00
			ERIC W. GRUVER PHD		**Total Check Amount:**	**$850.00**
194545	EVAN'S GUN WORLD	01/26/2024	32333	110212131	RANGE FEES DEC 2023	$1,800.00
			EVAN'S GUN WORLD		**Total Check Amount:**	**$1,800.00**
194546	EVERNORTH CARE SOLUTIONS, INC.	01/26/2024	32734	110141481	EAP SVCS FEB 2024	$1,141.92
			EVERNORTH CARE SOLUTIONS, INC.		**Total Check Amount:**	**$1,141.92**
194547	FRONTIER COMMUNICATIONS	01/26/2024	26183	420515131	5622821220 1228-0127	$191.60
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$191.60**
194548	GALVEZ QUALITY AUTO GLASS	01/26/2024	27010	480515161	WINDSHIELD REPAIR	$85.00
			GALVEZ QUALITY AUTO GLASS		**Total Check Amount:**	**$85.00**
194549	THE GAS COMPANY	01/26/2024	3749	420515131	GAS UTILITY DEC23	$15.29
		01/26/2024	3749	490515151	GAS UTILITY DEC23	$7,715.59
			THE GAS COMPANY		**Total Check Amount:**	**$7,730.88**
194550	CYNTHIA HAEBE	01/26/2024	31769	110212133	AUTORESPTIME RPT 12/2	$206.25
			CYNTHIA HAEBE		**Total Check Amount:**	**$206.25**
194551	HARRINGTON GEOTECHNICAL ENG.INC.	01/26/2024	15251	510707299	GEOTECH SVCS DEC 2023	$5,563.00
			HARRINGTON GEOTECHNICAL ENG.INC.		**Total Check Amount:**	**$5,563.00**
194552	IMPERIAL CAR WASH	01/26/2024	30976	480515161	CARWASH DEC 2023	$575.64
			IMPERIAL CAR WASH		**Total Check Amount:**	**$575.64**
194553	INTELLI-TECH	01/26/2024	8774	475141471	HP LJ PRO PRINTER	$539.83
			INTELLI-TECH		**Total Check Amount:**	**$539.83**
194554	J. KIM ELECTRIC, INC.	01/26/2024	31710	510707960	CH SWITCH GEAR REPL	$1,502.29
		01/26/2024	31710	510707960	CH SWITCHGEAR REPL	$64,446.10
			J. KIM ELECTRIC, INC.		**Total Check Amount:**	**$65,948.39**
194555	JART DIRECT MAIL SERVICES	01/26/2024	8634	110404541	2024 EXHIBIT MAILER	$811.31
			JART DIRECT MAIL SERVICES		**Total Check Amount:**	**$811.31**
194556	LAW OFFICES OF JONES & MAYER	01/26/2024	12144	110111112	LEGAL:CODE ENF DEC23	$95.00
		01/26/2024	12144	110212111	LEGAL SVCS:PD DEC23	$513.00
			LAW OFFICES OF JONES & MAYER		**Total Check Amount:**	**$608.00**
194557	LINSCOTT, LAW & GREENSPAN ENGINEERS	01/26/2024	29408	840141412	TFC ENGG SVCS DEC22	$4,761.25
		01/26/2024	29408	840141412	TFC ENGG SVCS JUL23	$660.00
		01/26/2024	29408	840141412	TFC ENGG SVCS AUG23	$4,230.00
		01/26/2024	29408	840141412	TFC ENGG SVCS MAY23	$5,280.00

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			LINSCOTT, LAW & GREENSPAN ENGINEERS		**Total Check Amount:**	**$14,931.25**
194558	ROCIO HERNANDEZ LOPEZ	01/26/2024	32742	110	CANCELLED RENTAL	$940.00
			ROCIO HERNANDEZ LOPEZ		**Total Check Amount:**	**$940.00**
194559	MARIPOSA LANDSCAPES, INC.	01/26/2024	27959	361515148	CITY FAC+TRAILS DEC23	$115.49
		01/26/2024	27959	110515148	CITY FAC+TRAILS DEC23	$2,120.27
		01/26/2024	27959	110515143	CITY FAC+TRAILS DEC23	$5,954.32
			MARIPOSA LANDSCAPES, INC.		**Total Check Amount:**	**$8,190.08**
194560	LUCILLE MCKAY	01/26/2024	32743	110	MEMB CANCELLATION	$116.00
			LUCILLE MCKAY		**Total Check Amount:**	**$116.00**
194561	MCPEEK'S DODGE OF ANAHEIM	01/26/2024	22049	480515161	HAND LATCH REPAIR	$834.55
			MCPEEK'S DODGE OF ANAHEIM		**Total Check Amount:**	**$834.55**
194562	MISSIONSQUARE RETIREMENT	01/26/2024	32141	150141482	RHS ACCTFEE OCT-DEC23	$1,456.25
			MISSIONSQUARE RETIREMENT		**Total Check Amount:**	**$1,456.25**
194563	MONJARAS & WISMEYER GROUP INC.	01/26/2024	32179	110141481	PROFSVCS 8933 OCT-DEC	$1,225.00
			MONJARAS & WISMEYER GROUP INC.		**Total Check Amount:**	**$1,225.00**
194564	NATIONAL TESTING NETWORK, INC	01/26/2024	25909	110141481	24/25 MEMB (LAW ENF)	$750.00
			NATIONAL TESTING NETWORK, INC		**Total Check Amount:**	**$750.00**
194565	NEON ONE - ARTS PEOPLE	01/26/2024	31922	110404542	TICKET FEES DEC 2023	$2,787.70
			NEON ONE - ARTS PEOPLE		**Total Check Amount:**	**$2,787.70**
194566	OC WRAPS, INC.	01/26/2024	32433	110404541	EXHIBIT WINDOW SIGN	$450.19
			OC WRAPS, INC.		**Total Check Amount:**	**$450.19**
194567	ODP BUSINESS SOLUTIONS, LLC	01/26/2024	31709	110141441	OFFICE SUPPLIES	$670.68
			ODP BUSINESS SOLUTIONS, LLC		**Total Check Amount:**	**$670.68**
194568	ORIGINAL EQUIPMENT AUTO SUPPLY	01/26/2024	32413	480515161	BRAKE KIT	$214.21
		01/26/2024	32413	480515161	FILTERS	$32.11
			ORIGINAL EQUIPMENT AUTO SUPPLY		**Total Check Amount:**	**$246.32**
194569	POWER PLUS	01/26/2024	19076	510707960	POWER EQ CH 1203-1231	$602.00
			POWER PLUS		**Total Check Amount:**	**$602.00**
194570	PRES-TECH EQUIPMENT COMPANY	01/26/2024	26160	480515161	HARDWARE	$612.26
			PRES-TECH EQUIPMENT COMPANY		**Total Check Amount:**	**$612.26**
194571	RBI TRAFFIC, INC	01/26/2024	30571	110000000	PLAN CHECK SVCS NOV23	($81.75)
		01/26/2024	30571	510707717	PLAN CHECK SVCS NOV23	$1,050.00
		01/26/2024	30571	84051517P	PLAN CHECK SVCS NOV23	$4,169.25
			RBI TRAFFIC, INC		**Total Check Amount:**	**$5,137.50**
194572	RENNE SLOAN HOTLZMAN SAKAI, LLP	01/26/2024	27580	110141481	CLASSCOMPSURVEY DEC23	$63.00
		01/26/2024	27580	110141481	TOTALCOMPSURVEY DEC23	$483.00
			RENNE SLOAN HOTLZMAN SAKAI, LLP		**Total Check Amount:**	**$546.00**

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194573	RMX RESOURCES, LLC	01/26/2024	32739	110000000	FRANCHISE FEE OVRPYMT	$2,258.53
			RMX RESOURCES, LLC		**Total Check Amount:**	**$2,258.53**
194574	SOUTH COAST AIR QUALITY MGMT DIST	01/26/2024	10871	480515161	197706 EMISSIONS FEES	$160.35
		01/26/2024	10871	480515161	197706 RENEWAL FEES	$504.91
			SOUTH COAST AIR QUALITY MGMT DIST		**Total Check Amount:**	**$665.26**
194575	STATE COMPENSATION INSURANCE FUND	01/26/2024	23177	950000000	ILJAOC WC DEC23-MAR24	$424.50
			STATE COMPENSATION INSURANCE FUND		**Total Check Amount:**	**$424.50**
194576	BRIA LACEY TYLER	01/26/2024	32741	110404541	TTD24 PACKING/SHIPPNG	$400.00
			BRIA LACEY TYLER		**Total Check Amount:**	**$400.00**
194577	UNIFIRST CORPORATION	01/26/2024	27988	110515143	UNIFORM SVCS DEC 2023	$12.00
		01/26/2024	27988	430515123	UNIFORM SVCS DEC 2023	$114.29
		01/26/2024	27988	440515126	UNIFORM SVCS DEC 2023	$10.68
		01/26/2024	27988	110515144	UNIFORM SVCS DEC 2023	$42.88
		01/26/2024	27988	420515131	UNIFORM SVCS DEC 2023	$125.92
		01/26/2024	27988	490515151	UNIFORM SVCS DEC 2023	$370.53
		01/26/2024	27988	110515125	UNIFORM SVCS DEC 2023	$45.64
		01/26/2024	27988	361515148	UNIFORM SVCS DEC 2023	$4.52
		01/26/2024	27988	110515121	UNIFORM SVCS DEC 2023	$56.56
		01/26/2024	27988	110515141	UNIFORM SVCS DEC 2023	$103.14
		01/26/2024	27988	110515148	UNIFORM SVCS DEC 2023	$4.48
		01/26/2024	27988	360515145	UNIFORM SVCS DEC 2023	$8.88
		01/26/2024	27988	480515161	UNIFORM SVCS DEC 2023	$127.72
			UNIFIRST CORPORATION		**Total Check Amount:**	**$1,027.24**
194578	CF UNITED LLC	01/26/2024	30700	480515161	CARWASH DEC 2023	$136.80
			CF UNITED LLC		**Total Check Amount:**	**$136.80**
194579	UNITED PARCEL SERVICE	01/26/2024	3174	110141441	SHIPPING CHGS DEC/JAN	$194.00
			UNITED PARCEL SERVICE		**Total Check Amount:**	**$194.00**
194580	URBAN GRAFFITI ENTERPRISES INC.	01/26/2024	4352	110515121	GRAFFITIREMOVAL NOV23	$2,450.00
		01/26/2024	4352	110515121	GRAFFITIREMOVAL OCT23	$2,450.00
		01/26/2024	4352	110515121	GRAFFITIREMOVAL SEP23	$2,450.00
			URBAN GRAFFITI ENTERPRISES INC.		**Total Check Amount:**	**$7,350.00**
194581	VERITIV OPERATING COMPANY	01/26/2024	26806	110141441	PAPER	$1,591.11
			VERITIV OPERATING COMPANY		**Total Check Amount:**	**$1,591.11**
					Check Subtotal	**$387,670.90**
V54220	ABBA TERMITE & PEST CONTROL	01/26/2024	15614	110515148	BEE SWARM REMOVAL	$245.00
			ABBA TERMITE & PEST CONTROL		**Total Check Amount:**	**$245.00**
V54221	ADAMSON POLICE PRODUCTS	01/26/2024	4023	110212131	NAME STRIP (FOR VEST)	$13.47

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V54221	ADAMSON POLICE PRODUCTS	01/26/2024	4023	110212131	SAFETY VESTS	$3,249.75
		01/26/2024	4023	110212134	SWAT EQUIPMENT	$824.43
				ADAMSON POLICE PRODUCTS	**Total Check Amount:**	**$4,087.65**
V54222	LARRY ALANIS	01/26/2024	32661	110404424	UMPIRE FEE 1/15/24	$102.00
				LARRY ALANIS	**Total Check Amount:**	**$102.00**
V54223	ALL CITY MANAGEMENT SERVICES INC	01/26/2024	6604	110212132	CROSNG GRDS 1210-1223	$3,088.13
		01/26/2024	6604	110212132	CROSNG GRDS 1126-1209	$3,431.25
				ALL CITY MANAGEMENT SERVICES INC	**Total Check Amount:**	**$6,519.38**
V54224	AMERICAN LEGAL PUBLISHING CORP	01/26/2024	3794	110111161	S-27 FOLIO/INT SEPT23	$401.31
		01/26/2024	3794	110111161	2024 WEB HOSTING FEE	$550.00
		01/26/2024	3794	110111161	S-27 EDITING SEPT23	$5,762.47
				AMERICAN LEGAL PUBLISHING CORP	**Total Check Amount:**	**$6,713.78**
V54225	ASBURY ENVIRONMENTAL SERVICES	01/26/2024	9144	480515161	FILTER DISPOSAL	$55.00
				ASBURY ENVIRONMENTAL SERVICES	**Total Check Amount:**	**$55.00**
V54226	AVCOGAS PROPANE SALES & SERVICES	01/26/2024	22047	480515161	PROPANE 221.2 GALS	$603.85
		01/26/2024	22047	480515161	PROPANE 435.2 GALS	$1,164.17
				AVCOGAS PROPANE SALES & SERVICES	**Total Check Amount:**	**$1,768.02**
V54227	BREA DISPOSAL, INC	01/26/2024	3330	440515122	REFUSE COLLECTN DEC23	$193,872.30
				BREA DISPOSAL, INC	**Total Check Amount:**	**$193,872.30**
V54228	CA BUILDING EVALUATION & CONST INC.	01/26/2024	31875	510	RETENTION-SCGENERATOR	$9,489.50
		01/26/2024	31875	510707977	RETENTION CHG TO A/P	($9,489.50)
		01/26/2024	31875	510707977	RETENTION-SCGENERATOR	$9,489.50
				CA BUILDING EVALUATION & CONST INC.	**Total Check Amount:**	**$9,489.50**
V54229	CANON FINANCIAL SERVICES, INC.	01/26/2024	20648	110141441	CPRLEASE PW/BRC JAN24	$352.45
		01/26/2024	20648	110141441	CPRLEASE FS1-4 JAN24	$101.28
		01/26/2024	20648	110141441	PRNTCHGS PW/BRC DEC23	$67.53
		01/26/2024	20648	110141441	PRNTCHGS FS1-4 DEC23	$54.29
				CANON FINANCIAL SERVICES, INC.	**Total Check Amount:**	**$575.55**
V54230	CANON SOLUTIONS AMERICA, INC	01/26/2024	15260	110141441	COPIER LEASE DEC 2023	$1,072.12
		01/26/2024	15260	110141441	PRINT CHGS NOV 2023	$472.13
				CANON SOLUTIONS AMERICA, INC	**Total Check Amount:**	**$1,544.25**
V54231	JOSE JAVIER CANTORAN	01/26/2024	32738	110212111	EMERG VEH OPERATIONS	$140.00
				JOSE JAVIER CANTORAN	**Total Check Amount:**	**$140.00**
V54232	COMMUNICATIONS LAB	01/26/2024	32590	902009100	PROF SVCS AUG 2023	$6,000.00
		01/26/2024	32590	902009100	PROF SVCS SEPT 2023	$6,000.00
				COMMUNICATIONS LAB	**Total Check Amount:**	**$12,000.00**
V54233	DANIELS TIRE SERVICE	01/26/2024	3133	480515161	TIRES	$1,944.12

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V54233	DANIELS TIRE SERVICE	01/26/2024	3133	480515161	TIRE	$764.73
			DANIELS TIRE SERVICE		**Total Check Amount:**	**$2,708.85**
V54234	DISPLAY APPEAL	01/26/2024	2287	480515161	DECALS	$53.88
			DISPLAY APPEAL		**Total Check Amount:**	**$53.88**
V54235	EAN SERVICES, LLC	01/26/2024	26450	110222221	RENT-SINGLE RESOURCE	$859.49
			EAN SERVICES, LLC		**Total Check Amount:**	**$859.49**
V54236	ECONOLITE SYSTEMS, INC.	01/26/2024	27147	110515121	MO. SIGNAL MNT DEC23	$3,147.43
			ECONOLITE SYSTEMS, INC.		**Total Check Amount:**	**$3,147.43**
V54237	EQUIPMENT DIRECT INC	01/26/2024	4522	110515121	SAFETY GLOVES (LATEX)	$54.48
		01/26/2024	4522	110515144	SAFETY EQUIPMENT	$203.13
		01/26/2024	4522	360515145	SAFETY EQUIPMENT	$74.67
		01/26/2024	4522	480515161	GLOVES	$265.28
			EQUIPMENT DIRECT INC		**Total Check Amount:**	**$597.56**
V54238	FUSCOE ENGINEERING, INC.	01/26/2024	18052	410515132	WQMP INSP AUG 2023	$348.50
		01/26/2024	18052	410515132	WQMP INSP SEPT 2023	$4,331.50
			FUSCOE ENGINEERING, INC.		**Total Check Amount:**	**$4,680.00**
V54239	GALE SUPPLY COMPANY	01/26/2024	21090	110515121	TRASH BAGS	$927.72
			GALE SUPPLY COMPANY		**Total Check Amount:**	**$927.72**
V54240	GALLS/QUARTERMASTER	01/26/2024	16493	110212111	UNIFORMS (NEW LT)	$550.25
			GALLS/QUARTERMASTER		**Total Check Amount:**	**$550.25**
V54241	HAAKER EQUIPMENT CO.	01/26/2024	4297	480515161	DISPLAY MODULE	$5,883.60
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$5,883.60**
V54242	CHRISTOPHER H. HADDAD	01/26/2024	15668	110212131	SHOT SHOW/TRNG 2024	$200.00
			CHRISTOPHER H. HADDAD		**Total Check Amount:**	**$200.00**
V54243	GABRIEL HANNAH	01/26/2024	17533	110404424	UMPIRE FEE 1/15/2024	$102.00
		01/26/2024	17533	110404424	UMPIRE FEE 1/8/2024	$102.00
			GABRIEL HANNAH		**Total Check Amount:**	**$204.00**
V54244	ICON PRINTING AND PACKAGING INC.	01/26/2024	32744	110404421	VETERANS DAY SIGNS	$226.28
			ICON PRINTING AND PACKAGING INC.		**Total Check Amount:**	**$226.28**
V54245	INLAND ROUNDBALL OFFICIALS INC.	01/26/2024	31906	110404424	REFEREE FEE 1/11-1/16	$640.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$640.00**
V54247	INTERWEST CONSULTING GROUP, INC.	01/26/2024	28473	510707299	CM/INSP SVCS NOV23	$482.75
		01/26/2024	28473	84051517I	INSP SVSC NOV 2023	$1,350.00
		01/26/2024	28473	110000000	INSP SVSC NOV 2023	($405.00)
		01/26/2024	28473	510707251	CIP MGMT SVCS NOV23	$4,288.25
		01/26/2024	28473	510707454	CIP MGMT SVCS NOV23	$73.13
		01/26/2024	28473	510707466	CIP MGMT SVCS NOV23	$73.12
		01/26/2024	28473	510707965	CIP MGMT SVCS NOV23	$120.00

City Disbursement Register

Between Jan 22, 2024 12:00 AM and Jan 26, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V54247	INTERWEST CONSULTING GROUP, INC.	01/26/2024	28473	510707978	CIP MGMT SVCS NOV23	$15,450.00
		01/26/2024	28473	510707454	CM/INSP SVCS NOV 2023	$720.78
		01/26/2024	28473	510707454	INSP SVCS NOV 2023	$769.16
		01/26/2024	28473	510707466	INSP SVCS NOV 2023	$625.84
		01/26/2024	28473	510707476	CIP MGMT SVCS NOV23	$2,175.00
		01/26/2024	28473	510707626	CM/INSP SVCS NOV 2023	$103.44
		01/26/2024	28473	84051517I	INSP SVCS NOV 2023	$10,425.00
		01/26/2024	28473	110000000	INSP SVCS NOV 2023	($1,737.50)
		01/26/2024	28473	510707299	CM/INSP SVCS NOV 2023	$21,462.50
		01/26/2024	28473	510707466	CM/INSP SVCS NOV 2023	$720.78
		01/26/2024	28473	510707717	CIP MGMT SVCS NOV23	$1,853.75
		INTERWEST CONSULTING GROUP, INC.			**Total Check Amount:**	**$58,551.00**
V54248	KRISTOFER KATAOKA	01/26/2024	18385	110404542	MILEAGE JAN 2024	$26.13
		KRISTOFER KATAOKA			**Total Check Amount:**	**$26.13**
V54249	RYAN JOSEPH KLUG	01/26/2024	29363	110212131	SHOT SHOW/TRNG 2024	$120.00
		RYAN JOSEPH KLUG			**Total Check Amount:**	**$120.00**
V54250	KREUZER CONSULTING GROUP	01/26/2024	22072	510707327	MGMT/ENGG SVCS DEC23	$4,750.50
		01/26/2024	22072	510707475	CCYN BP#2 RT142 OCT23	$6,158.00
		01/26/2024	22072	510707475	CCYN BP#2 RT142 SEP23	$4,434.50
		KREUZER CONSULTING GROUP			**Total Check Amount:**	**$15,343.00**
V54251	FRANCESCO LA TORRE	01/26/2024	24398	110404521	MILEAGE DEC 2023	$81.88
		FRANCESCO LA TORRE			**Total Check Amount:**	**$81.88**
V54252	LAKEMAN CHASSIS	01/26/2024	12885	480515161	STEP UNIT REPL	$268.46
		LAKEMAN CHASSIS			**Total Check Amount:**	**$268.46**
V54253	LEHR	01/26/2024	26035	480515161	POLICE CAR CHG-OVER	$3,150.00
		01/26/2024	26035	480515161	NEW CAR PARTS - PD	$4,600.90
		LEHR			**Total Check Amount:**	**$7,750.90**
V54254	LEXISNEXIS RISK SOLUTIONS	01/26/2024	32131	110212121	23/24 DORS LIC/SUPPRT	$13,020.00
		LEXISNEXIS RISK SOLUTIONS			**Total Check Amount:**	**$13,020.00**
V54255	LIBERTY PAINTING & RESTORATION, INC	01/26/2024	25899	510707328	DTPARKLET BENCHES MOD	$14,520.00
		LIBERTY PAINTING & RESTORATION, INC			**Total Check Amount:**	**$14,520.00**
V54256	LM PAINTING & CONST/LEO'S A/C	01/26/2024	19676	110404541	PAINTJOB-GALLERYWALLS	$4,950.00
		LM PAINTING & CONST/LEO'S A/C			**Total Check Amount:**	**$4,950.00**
V54257	MICHAEL BAKER INTERNATIONAL, INC.	01/26/2024	31634	84032323E	AMAZON EIR DEC 2023	$4,769.71
		MICHAEL BAKER INTERNATIONAL, INC.			**Total Check Amount:**	**$4,769.71**
V54258	MINNESOTA LIFE INSURANCE COMPANY	01/26/2024	30640	110	34730 LIFE INS JAN24	$6,374.85
		MINNESOTA LIFE INSURANCE COMPANY			**Total Check Amount:**	**$6,374.85**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V54259	MUNICIPAL WATER DISTRICT	01/26/2024	3784	420515131	WATER DELIVERY DEC23	$6,477.01
				MUNICIPAL WATER DISTRICT	**Total Check Amount:**	**$6,477.01**
V54260	MYERS AND SONS	01/26/2024	21624	110515121	EAGLE TRACT AMBER LTS	$193.11
		01/26/2024	21624	110515121	EAGLEHLLS EVENT CONES	$4,078.30
		01/26/2024	21624	110515121	GLUE-PUENTE/NORTHWD	$247.39
		01/26/2024	21624	110515121	SIGN HARDWARE	$1,680.08
		01/26/2024	21624	110515121	DOTS-PUENTE/NORTHWD	$2,111.90
		01/26/2024	21624	110515121	'KEEP RIGHT'/SCREENS	$1,094.65
				MYERS AND SONS	**Total Check Amount:**	**$9,405.43**
V54262	NIEVES LANDSCAPE, INC.	01/26/2024	31375	347515112	MD#7 LANDSCAPE NOV23	$993.45
		01/26/2024	31375	360515145	WC PARK LNDSCPE DEC23	$5,170.48
		01/26/2024	31375	110515121	CLR ROSE DR R.O.W.	$4,278.00
		01/26/2024	31375	110515143	BDD LANDSCAPE 12/28	$1,116.60
		01/26/2024	31375	110515143	MED/GREENBELTS JAN24	$12,971.57
		01/26/2024	31375	110515141	PARKS MOWING DEC 2023	$10,543.18
		01/26/2024	31375	110515141	PARKS MOWING NOV 2023	$10,543.18
		01/26/2024	31375	346515112	MD#6 LANDSCAPE NOV23	$6,242.14
		01/26/2024	31375	347515112	MD#7 LANDSCAPE JAN24	$993.45
		01/26/2024	31375	110515141	PARKS MOWING JAN 2024	$10,543.18
		01/26/2024	31375	110515143	MED/GREENBELTS DEC23	$12,971.57
		01/26/2024	31375	110515143	MED/GREENBELTS NOV23	$12,971.57
		01/26/2024	31375	341515112	MD#1 LANDSCAPE DEC23	$1,467.36
		01/26/2024	31375	341515112	MD#1 LANDSCAPE JAN24	$1,467.36
		01/26/2024	31375	343515112	MD#3 LANDSCAPE NOV23	$2,487.24
		01/26/2024	31375	346515112	MD#6 LANDSCAPE JAN24	$6,242.14
		01/26/2024	31375	360515146	CLR 2FT BUFFER 12/28	$5,230.00
		01/26/2024	31375	410515124	RNDLPH CH FALLEN TREE	$6,750.00
		01/26/2024	31375	360515145	WC PARK LNDSCPE NOV23	$5,170.48
		01/26/2024	31375	341515112	MD#1 LANDSCAPE NOV23	$1,467.36
		01/26/2024	31375	343515112	MD#3 LANDSCAPE DEC23	$2,487.24
		01/26/2024	31375	343515112	MD#3 LANDSCAPE JAN24	$2,487.24
		01/26/2024	31375	346515112	MD#6 LANDSCAPE DEC23	$6,242.14
		01/26/2024	31375	347515112	MD#7 LANDSCAPE DEC23	$993.45
		01/26/2024	31375	360515145	WC PARK LNDSCPE JAN24	$5,170.48
		01/26/2024	31375	410515124	RNDLPH CH VEGETTN REM	$13,800.00
		01/26/2024	31375	420515131	TREE TRIM-RES BY YARD	$2,200.00
				NIEVES LANDSCAPE, INC.	**Total Check Amount:**	**$153,000.86**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V54263	OZUNA ELECTRIC CO.INC.	01/26/2024	18504	110515141	AROVPK SCOREBOARD RPR	$4,985.00
			OZUNA ELECTRIC CO.INC.		**Total Check Amount:**	**$4,985.00**
V54264	POWERDMS, INC.	01/26/2024	32124	110212111	24/24 POWERDMS SUBSCR	$3,150.00
			POWERDMS, INC.		**Total Check Amount:**	**$3,150.00**
V54265	QUADIENT LEASING USA, INC	01/26/2024	30262	110141441	MAILSYSTM LSE NOV-JAN	$1,400.43
			QUADIENT LEASING USA, INC		**Total Check Amount:**	**$1,400.43**
V54266	QUARTECH CORRECTIONS LLC	01/26/2024	29933	951000000	ILJAOC PCDEC MAR 2023	$30,825.00
		01/26/2024	29933	951000000	ILJAOC PCDEC FEB 2023	$13,237.50
			QUARTECH CORRECTIONS LLC		**Total Check Amount:**	**$44,062.50**
V54267	R.J. NOBLE COMPANY	01/26/2024	1076	510707299	BREA BL IMP PP2 DEC23	$374,247.37
			R.J. NOBLE COMPANY		**Total Check Amount:**	**$374,247.37**
V54268	RICHARDS, WATSON & GERSHON	01/26/2024	8978	110111112	9999 GEN LGL SVCS NOV	$7,752.80
		01/26/2024	8978	280323215	9999 GEN LGL SVCS NOV	$1,730.00
		01/26/2024	8978	410515132	162 STA ANA MS4 NOV23	$580.50
		01/26/2024	8978	280323215	0001 GEN LGL SVCS NOV	$266.00
		01/26/2024	8978	110323213	9999 GEN LGL SVCS NOV	$23.00
		01/26/2024	8978	440515122	0001 GEN LGL SVCS NOV	$513.00
		01/26/2024	8978	440515126	0001 GEN LGL SVCS NOV	$38.00
		01/26/2024	8978	110111112	0001 GEN LGL SVCS NOV	$10,631.70
		01/26/2024	8978	110323213	0001 GEN LGL SVCS NOV	$19.00
			RICHARDS, WATSON & GERSHON		**Total Check Amount:**	**$21,554.00**
V54269	SC FUELS	01/26/2024	16654	480515161	CLR DIESEL 1300 GALS	$5,494.84
			SC FUELS		**Total Check Amount:**	**$5,494.84**
V54270	SITEONE LANDSCAPE SUPPLY, LLC	01/26/2024	25942	110515144	IRRIGATION SUPPLIES	$467.71
			SITEONE LANDSCAPE SUPPLY, LLC		**Total Check Amount:**	**$467.71**
V54271	SOUTHERN CALIFORNIA NEWS GROUP	01/26/2024	32570	110404311	LEGAL NOTICE DEC 2023	$184.53
		01/26/2024	32570	110515111	LEGAL NOTICE DEC 2023	$713.93
		01/26/2024	32570	110515171	LEGAL NOTICE DEC 2023	$369.05
			SOUTHERN CALIFORNIA NEWS GROUP		**Total Check Amount:**	**$1,267.51**
V54272	SPECTRUM GAS PRODUCTS, INC.	01/26/2024	16060	174222222	OXYGEN	$52.30
			SPECTRUM GAS PRODUCTS, INC.		**Total Check Amount:**	**$52.30**
V54273	STERICYCLE, INC.	01/26/2024	11925	470141483	DOC SHRED DEC 2023	$5.33
		01/26/2024	11925	110212122	DOC SHRED DEC 2023	$98.69
		01/26/2024	11925	110111161	DOC SHRED DEC 2023	$5.33
			STERICYCLE, INC.		**Total Check Amount:**	**$109.35**
V54274	STEVEN ENTERPRISES, INC.	01/26/2024	26543	110515111	PLOTTER SVC 12/12/23	$374.00
			STEVEN ENTERPRISES, INC.		**Total Check Amount:**	**$374.00**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V54275	STRUCTURE SIX	01/26/2024	29170	510707923	BIDSTG SVCS FS1 JUN22	$5,525.00
				STRUCTURE SIX	**Total Check Amount:**	**$5,525.00**
V54276	SUPERIOR ALARM SYSTEMS	01/26/2024	11074	110404211	BCC ALARM MONITORING	$210.00
				SUPERIOR ALARM SYSTEMS	**Total Check Amount:**	**$210.00**
V54277	TOWNSEND PUBLIC AFFAIRS, INC.	01/26/2024	18881	410111145	CONSULTING SVCS JAN24	$1,375.00
		01/26/2024	18881	430111145	CONSULTING SVCS JAN24	$1,375.00
		01/26/2024	18881	110111145	CONSULTING SVCS JAN24	$1,375.00
		01/26/2024	18881	420111145	CONSULTING SVCS JAN24	$1,375.00
				TOWNSEND PUBLIC AFFAIRS, INC.	**Total Check Amount:**	**$5,500.00**
V54278	TROPICAL PLAZA NURSERY, INC	01/26/2024	2062	343515112	IRRIGATION RPRS MD#3	$214.25
		01/26/2024	2062	420515131	CITY RESERVOIRS JAN24	$1,723.64
		01/26/2024	2062	345515112	MD#5 LANDSCAPE JAN24	$2,827.74
		01/26/2024	2062	110515141	OLINDA PARK/MSM DEC23	$2,490.00
		01/26/2024	2062	110515143	GATEWAY CTR JAN 2024	$1,491.72
		01/26/2024	2062	110515144	SPORTS PARK PAVER RPR	$6,262.55
		01/26/2024	2062	345515112	IRRIGATION RPRS MD#5	$92.98
				TROPICAL PLAZA NURSERY, INC	**Total Check Amount:**	**$15,102.88**
V54279	VALLEY POWER SYSTEMS, INC.	01/26/2024	16506	480515161	FILTER	$157.19
		01/26/2024	16506	480515161	PRESSURE SWITCHES	$328.01
				VALLEY POWER SYSTEMS, INC.	**Total Check Amount:**	**$485.20**
V54280	VIRTUAL PROJECT MANAGER	01/26/2024	23508	510515171	CIP SW BCKUP/ST JAN24	$500.00
				VIRTUAL PROJECT MANAGER	**Total Check Amount:**	**$500.00**
V54281	WAXIE SANITARY SUPPLY	01/26/2024	3332	110212131	JANITORIAL SUPPLIES	$219.87
		01/26/2024	3332	490515151	JANITORIAL SUPPLIES	$6,118.67
				WAXIE SANITARY SUPPLY	**Total Check Amount:**	**$6,338.54**
V54282	MATTHEW ERIC WENDLING	01/26/2024	27564	110212131	SHOT SHOW/TRNG 2024	$200.00
				MATTHEW ERIC WENDLING	**Total Check Amount:**	**$200.00**
V54283	WEST COAST ARBORISTS, INC.	01/26/2024	1556	110515142	TREE MNT 12/1-12/15	$10,926.72
		01/26/2024	1556	110515142	TREE MNT 12/16-12/31	$10,643.00
				WEST COAST ARBORISTS, INC.	**Total Check Amount:**	**$21,569.72**
V54284	SARA L. WOODWARD	01/26/2024	26083	110212122	MILEAGE DEC 2023	$80.57
				SARA L. WOODWARD	**Total Check Amount:**	**$80.57**
					Voucher Subtotal	**$1,065,127.64**
					TOTAL	**$1,452,798.54**

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended December 31, 2023

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CONSENT CALENDAR Item: 6I

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is prepared in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the City's investment activities for the month of December. 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. In addition, on June 6, 2023, with the recommendation of the Investment Advisory Committee, the City Council authorized the use of Treasury Bills and other short-term investments as a LAIF alternative. The City's managed investment portfolio is for long-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 an Investment Information Summary and Monthly Account Statement prepared by Chandler for invested funds. The book value is the cost of investments, plus or minus amortization/accretion. As of December 31, 2023, the total market value of the managed investment portfolio, including accrued interest, was $90,486,088 as compared to $89,149,994 at November 30, 2023. The weighted average investment yield for December 31, 2023 was 2.44%, 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 $11,868,227 at December 31, 2023. Also, the balance of the City's Liquidity account at December 31, 2023 was $2,011,148. This brings the total value of the City's investment portfolio as of December 31, 2023 to $104,365,463 as compared to $94,498,299 at November 30, 2023.

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 December 31, 2023, the market value of the PARS account, including short-term cash and accrued interest was $11,064,009 compared to $10,548,952 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest, was $1,324,341 in comparison to $678,494 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. All securities are held in the name of the City of Brea. 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 December, the total value of the City’s investment portfolio increased by $9,867,164. The increase was primarily due to: market rate conditions in the amount of $1,336,093; the receipt of $6,028,491 from the CalOptima grant; sales tax received in the amount of $2,157,389; and Highway User Tax, Measure M, and Orange County Transportation Authority Senior Mobility Program funds received in the amount of $367,186 . Funds were temporarily sent to LAIF until funding requirements are determined. The City’s PARS account increased by $515,057 due to market rate adjustments. Also, the City’s bond reserve accounts increased by $645,847 due to debt service payments sent to the City's bond trustee for the 2014, 2019, and 2020 Water Bonds. Payments are due to the bondholders on January 1, 2024.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Financial Services Manager, Revenue
Concurrence: Kristin Griffith, Director of Administrative Services and
Monica Lo, Deputy Director of Administrative Services

Attachments

Attachment A.pdf

City of Brea
Cash and Investment Information
December 31, 2023

			Book Value		Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	**$**	**5,637,793.03**	**$**	**5,637,793.03**
Local Agency Investment Fund	LAIF	**$**	**11,826,243.61**	**$**	**11,868,227.50**
Managed Investment Portfolio - CHANDLER	Chandler/BNY	**$**	**92,787,818.79**	**$**	**90,486,087.86**
Liquidity Account - CHANDLER	Chandler/BNY	**$**	**2,001,132.40**	**$**	**2,011,147.90**
PARS Post-Employment Benefits Trust**	Highmark/US Bank	**$**	**9,825,029.17**	**$**	**11,064,008.72**
Fiscal Agent Cash & Investments**					
2010 Lease Revenue Bonds	Chandler/BNY	$	-	$	-
2014 Downtown Brea Public Improvements CFD Bonds (CFD 1996-1)	Chandler/BNY	$	-	$	-
2014 Water Revenue Bonds	Chandler/BNY	$	408.48	$	408.48
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	$	698,957.18	$	684,541.24
2019 Olinda Ranch Public Improvements CFD Bonds (CFD 1997-1)	Chandler/BNY	$	484.12	$	484.12
2019 Water Revenue Bonds	Chandler/BNY	$	419,900.00	$	419,900.00
2020 Water Revenue Refunding Bonds	Chandler/BNY	$	219,006.18	$	219,006.18
2021 Lease Revenue Refunding Bonds	Chandler/BNY	$	1.12	$	1.12
Sub-total - Fiscal Agent Cash & Investments		**$**	**1,338,757.08**	**$**	**1,324,341.14**
Report Grand Total		**$**	**123,416,774.08**	**$**	**122,391,606.15**

* Includes accrued interest on invested funds
** Reserve Fund

City of Brea
Cash and Investment Information
December 31, 2023

	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**	$ 408.48	$ 408.48
	Sub-total	**$ 408.48**	**$ 408.48**
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - **CHANDLER**	$ 698,321.96	$ 683,906.02
	Short-Term Treasury Funds - **BNY**	$ 635.22	$ 635.22
	Sub-total	**$ 698,957.18**	**$ 684,541.24**
	2019 Olinda Ranch Public Improvements Bonds (CFD 1997-1) **- CHANDLER**	$ -	$ -
	Short-Term Treasury Funds - **BNY**	$ 484.12	$ 484.12
	Sub-total	**$ 484.12**	**$ 484.12**
	2019 Water Revenue Bonds - **CHANDLER**	$ -	$ -
	Short-Term Treasury Funds - **BNY**	$ 419,900.00	$ 419,900.00
	Sub-total	**$ 419,900.00**	**$ 419,900.00**
	2020 Water Revenue Refunding Bonds - **CHANDLER**	$ -	$ -
	Short-Term Treasury Funds - **BNY**	$ 219,006.18	$ 219,006.18
	Sub-total	**$ 219,006.18**	**$ 219,006.18**
	2021 Lease Revenue Refunding Bonds - **CHANDLER**	$ -	$ -
	Short-Term Treasury Funds - **BNY**	$ 1.12	$ 1.12
	Sub-total	**$ 1.12**	**$ 1.12**
Report Grand Total		**$ 1,338,757.08**	**$ 1,324,341.14**

City of Brea Laif - Account #10164

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

Chandler Team:
For questions about your account, please call (800) 317-4747,
or contact **operations@chandlerasset.com**

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

Portfolio Summary

As of December 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	3.95%
Average Purchase YTM	3.95%
Average Market YTM	3.95%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

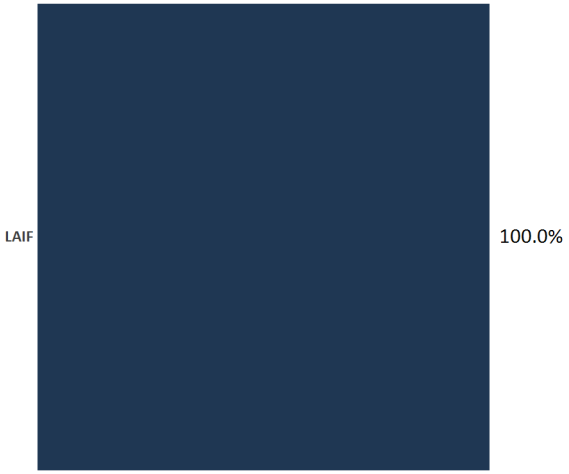
ACCOUNT SUMMARY

	Beg. Values as of 11/30/23	End Values as of 12/31/23
Market Value	3,326,244	11,826,244
Accrued Interest	20,916	41,984
Total Market Value	**3,347,160**	**11,868,228**
Income Earned	10,506	21,068
Cont/WD		8,500,000
Par	3,326,244	11,826,244
Book Value	3,326,244	11,826,244
Cost Value	3,326,244	11,826,244

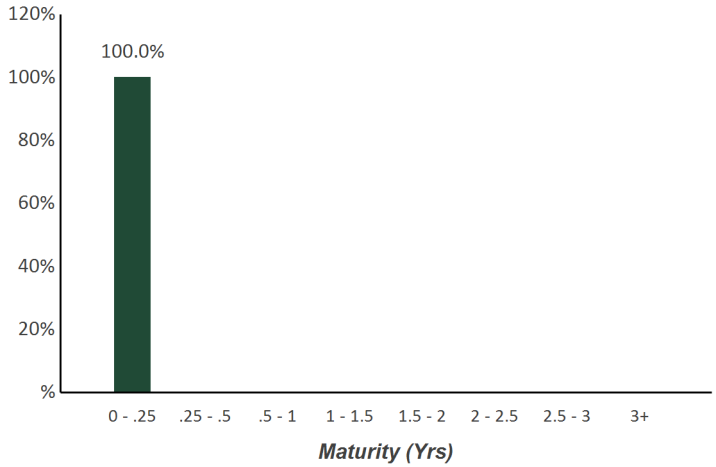
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	**100.0%**

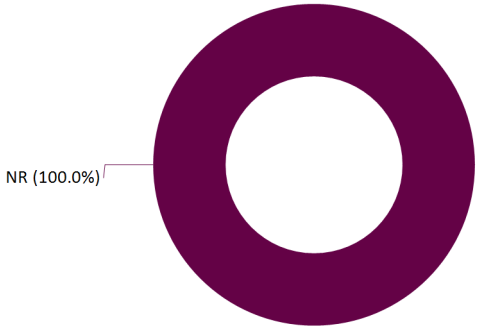
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**2/28/2012**
City of Brea Laif	0.36%	1.08%	3.45%	3.45%	2.28%	1.62%	1.73%	1.27%	N/A

Holdings Report

As of December 31, 2023

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	11,826,243.61	Various 3.95%	11,826,243.61 11,826,243.61	1.00 3.95%	11,826,243.61 41,983.89	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		**11,826,243.61**	**3.95%**	**11,826,243.61** **11,826,243.61**	**3.95%**	**11,826,243.61** **41,983.89**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL PORTFOLIO		**11,826,243.61**	**3.95%**	**11,826,243.61** **11,826,243.61**	**3.95%**	**11,826,243.61** **41,983.89**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL MARKET VALUE PLUS ACCRUED						**11,868,227.50**			

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Security Contribution	12/21/2023	90LAIF$00	8,500,000.00	Local Agency Investment Fund State Pool	1.000		8,500,000.00	0.00	8,500,000.00	0.00
Subtotal			**8,500,000.00**				**8,500,000.00**	**0.00**	**8,500,000.00**	**0.00**
TOTAL ACQUISITIONS			**8,500,000.00**				**8,500,000.00**	**0.00**	**8,500,000.00**	**0.00**

Income Earned

As of December 31, 2023

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	3,326,243.61	20,916.37	0.00	21,067.52
	State Pool	Various	8,500,000.00	0.00	0.00	
		11,826,243.61	0.00	41,983.89	0.00	
			11,826,243.61	21,067.52	21,067.52	
			3,326,243.61	**20,916.37**	**0.00**	
			8,500,000.00	**0.00**	**0.00**	
			0.00	**41,983.89**	**0.00**	
Total Local Agency Investment Fund		**11,826,243.61**	**11,826,243.61**	**21,067.52**	**21,067.52**	**21,067.52**
			3,326,243.61	**20,916.37**	**0.00**	
			8,500,000.00	**0.00**	**0.00**	
			0.00	**41,983.89**	**0.00**	
TOTAL PORTFOLIO		**11,826,243.61**	**11,826,243.61**	**21,067.52**	**21,067.52**	**21,067.52**

Cash Flow Report

As of December 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Dividend	90LAIF$00	390,435,517.44	Local Agency Investment Fund State Pool	0.00	40,941.65	40,941.65
JAN 2024					**0.00**	**40,941.65**	**40,941.65**
TOTAL					**0.00**	**40,941.65**	**40,941.65**

Important Disclosures

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

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

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

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody’s and Fitch respectively.

City of Brea - Account #120

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

Chandler Team:
For questions about your account, please call (800) 317-4747,
or contact **operations@chandlerasset.com**

Custodian
Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

Portfolio Summary

As of December 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.43
Average Coupon	2.37%
Average Purchase YTM	2.44%
Average Market YTM	4.50%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.76 yrs
Average Life	2.63 yrs

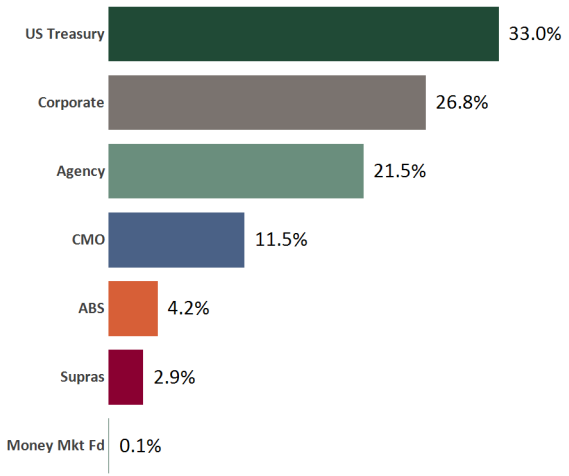
ACCOUNT SUMMARY

	Beg. Values as of 11/30/23	End Values as of 12/31/23
Market Value	88,720,153	90,044,452
Accrued Interest	429,842	441,635
Total Market Value	**89,149,994**	**90,486,088**
Income Earned	179,214	186,919
Cont/WD		0
Par	93,088,685	93,234,479
Book Value	92,705,335	92,787,819
Cost Value	92,846,873	92,925,078

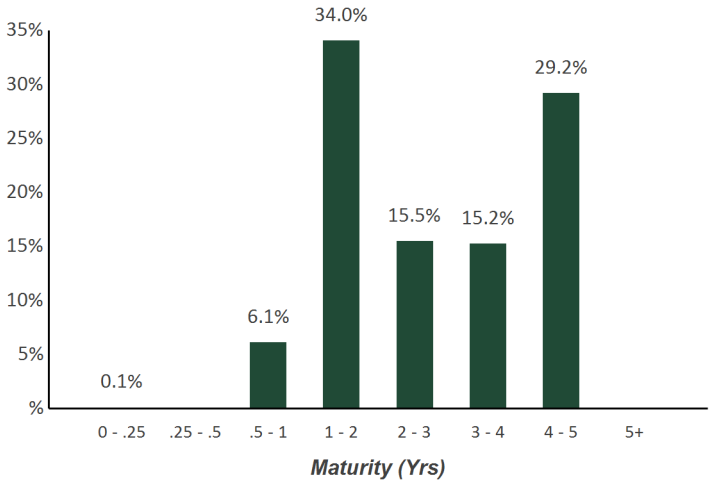
TOP ISSUERS

Government of United States	33.0%
Federal Home Loan Mortgage Corp	17.3%
Federal National Mortgage Assoc	11.1%
Federal Farm Credit Bank	2.3%
Federal Home Loan Bank	2.3%
Inter-American Dev Bank	2.0%
Bank of America Corp	2.0%
JP Morgan Chase & Co	1.9%
Total	**71.8%**

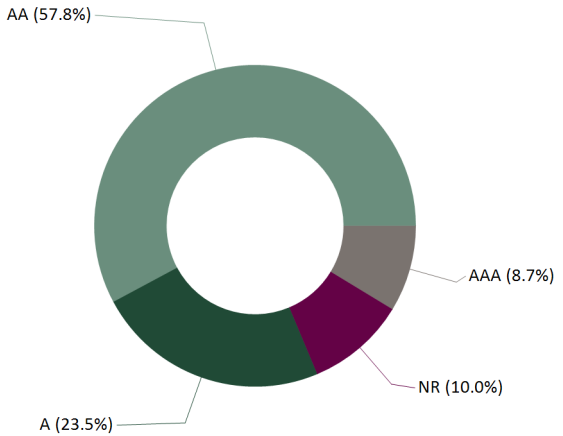
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**4/30/1996**
City of Brea	1.50%	3.19%	4.77%	4.77%	-0.25%	-0.48%	1.49%	1.40%	3.38%
ICE BofA 1-5 Yr US Treasury & Agency Index*	1.48%	3.09%	4.31%	4.31%	-0.58%	-0.75%	1.20%	1.15%	3.03%
ICE BofA US Issuers 1-5 Yr AAA-A US Corp/Govt Idx	1.50%	3.18%	4.48%	4.48%	-0.53%	-0.70%	1.31%	1.25%	N/A

**ICE BofA 1-Yr US Treasury Bill Index to 9/30/01*

Statement of Compliance

As of December 31, 2023

City of Brea

Assets managed by Chandler Asset Management are in full compliance with state law and with the Client's investment policy

Investment Type	Minimum Rating	Max%	Max % Issuer	Max Maturity	Miscellaneous	Comment
U.S. Treasuries		100%		5 years		*Complies*
Federal Agencies		100%	25%	5 years	5% max in callable bonds issued by Agencies; U.S. Government Agency securities and instrumentality of government-sponsored corporations	*Complies*
Supranational Obligations	"AA" rated or higher by a NRSRO	15%	5%	5 years		*Complies*
Municipal Securities (CA, Other States)			5%	5 years	Other investments that are legal investments through the State of California Government Code	*Complies*
Corporate Medium Term Notes	"A" rating category or better by a NRSRO	30%	5%	5 years		*Complies*
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations (Non-Agency)	"AA" rated or higher by a NRSRO for Asset Backed Securities	15%	5%	5 years	15% max combined ABS/MBS/CMO, excluding those issued by the U.S. Treasury, U.S Government Agency and Instrumentality of Government Sponsored corporation	*Complies*
Negotiable Certificates of Deposit (NCD)		30%	5%	5 years		*Complies*
FDIC Insured Time Deposits (Non-negotiable CD/TD)			5%	5 years		*Complies*
Collateralized Time Deposits (Non-negotiable CD/TD)			5%	5 years		*Complies*
Banker's Acceptances		40%	5%	180 days		*Complies*
Commercial Paper	A-1/P-1 by S&P and Moody's	25%	5%	270 days		*Complies*
Money Market Mutual Funds	"AAA" or Highest rating by two NRSROs	20%	5%			*Complies*
Local Agency Investment Fund (LAIF)		60%	40%		60% max combined State and County investment pools; 40% max per pool	*Complies*
OCIP/County Pool		60%	40%		60% max combined State and County investment pools; 40% max per pool	*Complies*
Repurchase Agreements			5%	1 year		*Complies*
Max Per Issuer					5% max per issuer, except U.S. Treasury Obligations, U.S. Federal Government Agency obligations, Approved State and County investment pools	*Complies*

Maximum Maturity				5 years	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	*Complies*

City of Brea

Account #120

Reconciliation Summary

As of December 31, 2023

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		**$92,705,334.94**
Acquisition		
+ Security Purchases	$3,957,191.73	
+ Money Market Fund Purchases	$2,319,879.51	
+ Money Market Contributions	$0.00	
+ Security Contributions	$0.00	
+ Security Transfers	$0.00	
Total Acquisitions		**$6,277,071.24**
Dispositions		
- Security Sales	$2,852,205.15	
- Money Market Fund Sales	$2,906,744.34	
- MMF Withdrawals	$0.00	
- Security Withdrawals	$0.00	
- Security Transfers	$0.00	
- Other Dispositions	$0.00	
- Maturities	$0.00	
- Calls	$0.00	
- Principal Paydowns	$347,341.39	
Total Dispositions		**$6,106,290.88**
Amortization/Accretion		
+/- Net Accretion	$4,344.87	
		$4,344.87
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	($92,641.38)	
		($92,641.38)
ENDING BOOK VALUE		**$92,787,818.79**

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		**$648,022.23**
Acquisition		
Contributions	$0.00	
Security Sale Proceeds	$2,852,205.15	
Accrued Interest Received	$15,041.08	
Interest Received	$174,245.74	
Dividend Received	$1,227.90	
Principal on Maturities	$0.00	
Interest on Maturities	$0.00	
Calls/Redemption (Principal)	$0.00	
Interest from Calls/Redemption	$0.00	
Principal Paydown	$347,341.39	
Total Acquisitions	**$3,390,061.26**	
Dispositions		
Withdrawals	$0.00	
Security Purchase	$3,957,191.73	
Accrued Interest Paid	$19,734.36	
Total Dispositions	**$3,976,926.09**	
ENDING BOOK VALUE		**$61,157.40**

Holdings Report

As of December 31, 2023

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									
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	9,409.75	09/22/2020 0.38%	9,408.37 9,409.75	99.73 7.04%	9,384.10 1.26	0.01% (25.65)	NR / AAA AAA	0.80 0.04
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	250,466.77	02/15/2022 1.91%	250,464.61 250,466.47	99.37 5.69%	248,883.82 145.41	0.28% (1,582.65)	Aaa / NR AAA	1.22 0.17
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	78,000.94	01/11/2022 1.11%	77,989.27 77,999.71	99.43 6.24%	77,558.28 14.30	0.09% (441.43)	NR / AAA AAA	1.23 0.11
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	38,251.36	02/17/2021 0.27%	38,250.65 38,251.31	98.79 6.20%	37,786.91 2.87	0.04% (464.40)	Aaa / NR AAA	1.31 0.20
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	48,832.84	10/20/2020 0.39%	48,821.59 48,832.42	99.37 6.13%	48,523.53 8.25	0.05% (308.89)	NR / AAA AAA	1.37 0.11
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	139,036.11	02/02/2021 0.27%	139,010.31 139,034.42	98.89 6.00%	137,497.12 16.07	0.15% (1,537.30)	Aaa / NR AAA	1.37 0.19
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	115,680.89	04/20/2021 0.38%	115,668.73 115,679.42	98.59 5.75%	114,044.12 19.54	0.13% (1,635.30)	NR / AAA AAA	1.71 0.26
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	212,448.44	11/16/2021 0.89%	212,403.65 212,432.68	97.04 5.75%	206,150.19 51.93	0.23% (6,282.49)	Aaa / NR AAA	2.06 0.61
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	234,582.69	07/13/2021 0.52%	234,561.78 234,575.80	97.29 5.63%	228,229.49 54.21	0.25% (6,346.31)	Aaa / NR AAA	2.21 0.53
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	201,612.54	11/09/2021 0.71%	201,608.25 201,611.06	97.03 5.67%	195,626.66 63.62	0.22% (5,984.40)	NR / AAA AAA	2.29 0.60
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	151,913.10	11/09/2021 0.75%	151,879.20 151,901.95	97.28 5.70%	147,788.35 49.96	0.16% (4,113.60)	NR / AAA AAA	2.37 0.55
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	483,072.30	02/15/2022 1.89%	482,999.64 483,041.43	97.33 5.61%	470,184.41 403.63	0.52% (12,857.02)	Aaa / AAA NR	2.37 0.71

Holdings Report

As of December 31, 2023

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									
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	169,302.22	10/13/2021 0.68%	169,297.90 169,300.69	96.65 5.81%	163,626.87 47.97	0.18% (5,673.82)	Aaa / AAA NR	2.71 0.65
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	166,790.55	01/11/2022 1.27%	166,776.06 166,784.57	97.07 5.49%	161,905.09 87.57	0.18% (4,879.48)	NR / AAA AAA	2.88 0.69
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	540,000.00	10/12/2022 5.15%	539,958.10 539,971.88	99.99 5.15%	539,957.88 1,221.60	0.60% (14.00)	Aaa / NR AAA	3.46 1.30
161571HT4	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	965,000.00	09/07/2023 5.23%	964,732.50 964,758.86	101.55 4.59%	979,924.69 2,213.07	1.09% 15,165.83	NR / AAA AAA	4.71 2.46
Total ABS		**3,804,400.50**	**2.71%**	**3,803,830.61** **3,804,052.42**	**5.35%**	**3,767,071.51** **4,401.26**	**4.17%** **(36,980.91)**	**Aaa / AAA** **AAA**	**2.96** **1.13**
AGENCY									
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,755,000.00	Various 1.49%	1,765,434.95 1,756,783.45	97.45 4.96%	1,710,282.60 6,020.63	1.90% (46,500.85)	Aaa / AA+ AA+	0.79 0.77
3135G0X24	FNMA Note 1.625% Due 1/7/2025	1,875,000.00	Various 1.47%	1,888,349.75 1,877,804.80	96.90 4.78%	1,816,893.75 14,726.57	2.02% (60,911.05)	Aaa / AA+ AA+	1.02 0.98
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	1,920,000.00	02/13/2020 1.52%	1,918,521.60 1,919,669.49	96.54 4.72%	1,853,585.28 11,120.00	2.06% (66,084.21)	Aaa / AA+ AA+	1.12 1.08
3135G03U5	FNMA Note 0.625% Due 4/22/2025	1,510,000.00	04/22/2020 0.67%	1,506,889.40 1,509,186.54	95.08 4.54%	1,435,677.80 1,808.85	1.59% (73,508.74)	Aaa / AA+ AA+	1.31 1.27
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,800,000.00	Various 0.46%	1,802,513.00 1,800,914.80	94.36 4.53%	1,698,543.00 350.00	1.88% (102,371.80)	Aaa / AA+ AA+	1.46 1.42
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	1,800,000.00	Various 0.45%	1,793,673.60 1,797,988.25	93.97 4.43%	1,691,510.40 3,000.00	1.87% (106,477.85)	Aaa / AA+ AA+	1.56 1.52
3135G05X7	FNMA Note 0.375% Due 8/25/2025	1,800,000.00	Various 0.45%	1,793,460.00 1,797,682.26	93.49 4.51%	1,682,850.60 2,362.51	1.86% (114,831.66)	Aaa / AA+ AA+	1.65 1.61
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	1,805,000.00	Various 0.44%	1,799,651.55 1,803,116.14	93.33 4.43%	1,684,657.04 1,842.61	1.86% (118,459.10)	Aaa / AA+ AA+	1.73 1.68
3135G06G3	FNMA Note 0.5% Due 11/7/2025	1,825,000.00	Various 0.57%	1,819,098.50 1,822,808.14	93.15 4.40%	1,699,898.08 1,368.75	1.88% (122,910.06)	Aaa / AA+ AA+	1.85 1.80

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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
AGENCY									
3133EPGW9	FFCB Note 3.875% Due 4/25/2028	1,250,000.00	05/05/2023 3.55%	1,268,125.00 1,265,746.97	99.40 4.03%	1,242,448.75 8,880.21	1.38% (23,298.22)	Aaa / AA+ AA+	4.32 3.91
3133EPME2	FFCB Note 3.875% Due 6/8/2028	850,000.00	06/07/2023 3.96%	846,634.00 847,015.37	99.42 4.02%	845,046.20 2,104.34	0.94% (1,969.17)	Aaa / AA+ AA+	4.44 4.03
3130AWTR1	FHLB Note 4.375% Due 9/8/2028	2,000,000.00	09/08/2023 4.43%	1,994,580.00 1,994,912.81	101.84 3.94%	2,036,882.00 35,729.17	2.29% 41,969.19	Aaa / AA+ NR	4.69 4.14
Total Agency		**20,190,000.00**	**1.50%**	**20,196,931.35** **20,193,629.02**	**4.46%**	**19,398,275.50** **89,313.64**	**21.54%** **(795,353.52)**	**Aaa / AA+** **AA+**	**2.06** **1.92**
CMO									
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	840,921.22	07/01/2021 0.72%	904,581.58 855,678.36	98.31 5.31%	826,683.58 2,222.13	0.92% (28,994.78)	Aaa / AAA AAA	0.82 0.70
3137BKRJ1	FHLMC K047 A2 3.329% Due 5/25/2025	700,000.00	05/19/2022 3.05%	704,046.88 701,832.98	97.91 4.89%	685,344.10 1,941.92	0.76% (16,488.88)	NR / NR AAA	1.40 1.23
3137BNGT5	FHLMC K054 A2 2.745% Due 1/25/2026	1,000,000.00	10/29/2021 1.10%	1,058,359.38 1,028,066.25	96.37 4.66%	963,671.00 2,287.50	1.07% (64,395.25)	NR / AAA NR	2.07 1.84
3137BQYS0	FHLMC K056 A2 2.525% Due 5/25/2026	570,000.00	01/31/2022 1.67%	587,189.06 579,449.54	95.53 4.58%	544,548.36 1,199.38	0.60% (34,901.18)	NR / NR AAA	2.40 2.14
3137BXQY1	FHLMC K064 A2 3.224% Due 3/25/2027	1,000,000.00	05/06/2022 3.24%	997,929.69 998,637.49	96.54 4.40%	965,402.00 2,686.67	1.07% (33,235.49)	NR / AAA NR	3.23 2.86
3137FCLD4	FHLMC K071 A2 3.286% Due 11/25/2027	2,000,000.00	04/11/2023 4.07%	1,932,500.00 1,942,989.32	96.05 4.38%	1,920,932.00 5,476.67	2.13% (22,057.32)	NR / NR AAA	3.90 3.54
3137FETN0	FHLMC K073 A2 3.35% Due 1/25/2028	1,500,000.00	03/27/2023 4.14%	1,452,187.50 1,459,703.99	96.17 4.38%	1,442,580.00 837.50	1.60% (17,123.99)	NR / NR AAA	4.07 3.64
3137FEZU7	FHLMC K076 A2 3.9% Due 4/25/2028	1,200,000.00	04/20/2023 4.11%	1,187,062.50 1,188,839.90	98.13 4.36%	1,177,528.80 3,900.00	1.31% (11,311.10)	NR / NR AAA	4.32 3.81
3137FGR31	FHLMC K078 A2 3.854% Due 6/25/2028	1,300,000.00	09/18/2023 5.02%	1,240,890.63 1,244,357.65	97.91 4.36%	1,272,789.70 835.03	1.41% 28,432.05	NR / NR AAA	4.49 3.92
3137FJKE8	FHLMC K082 A2 3.92% Due 9/25/2028	600,000.00	11/28/2023 4.75%	578,718.75 579,093.59	98.05 4.36%	588,274.80 1,960.00	0.65% 9,181.21	NR / NR AAA	4.74 4.17
Total CMO		**10,710,921.22**	**3.40%**	**10,643,465.97** **10,578,649.07**	**4.52%**	**10,387,754.34** **23,346.80**	**11.51%** **(190,894.73)**	**Aaa / AAA** **AAA**	**3.37** **2.99**

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CORPORATE									
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	810,000.00	01/10/2022 1.50%	808,914.60 809,625.66	96.50 4.96%	781,676.73 5,481.00	0.87% (27,948.93)	A1 / A+ A+	1.04 1.00
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 1,264,407.80	97.79 5.06%	1,222,343.75 11,593.75	1.36% (42,064.05)	A3 / A A	1.21 1.15
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	826,000.00	07/23/2021 0.85%	856,413.32 836,757.55	95.88 5.09%	791,931.63 2,546.83	0.88% (44,825.92)	A2 / A- AA-	1.33 1.29
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%	986,279.75 985,177.48	97.86 6.00%	963,909.18 676.37	1.07% (21,268.30)	A1 / A- AA-	1.42 1.28
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	470,000.00	Various 0.95%	470,293.55 470,046.65	97.66 5.97%	459,010.00 101.21	0.51% (11,036.65)	A1 / A- AA-	1.48 0.47
89788MAA0	Truist Financial Corp Callable Note Cont 07/03/2025 1.2% Due 8/5/2025	650,000.00	02/03/2022 1.85%	635,726.00 643,484.34	93.85 5.27%	610,015.90 3,163.33	0.68% (33,468.44)	A3 / A- A	1.60 1.54
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%	819,928.00 810,133.93	98.24 4.93%	785,928.80 3,774.44	0.87% (24,205.13)	A1 / A AA-	1.88 1.78
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%	323,646.96 315,887.75	95.78 5.45%	298,848.89 1,245.63	0.33% (17,038.86)	A1 / A- AA-	2.31 1.26
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	500,000.00	05/18/2022 5.01%	472,305.00 483,679.39	96.07 5.29%	480,327.50 1,914.50	0.53% (3,351.89)	A1 / A- A+	2.33 1.28
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 1,452,032.76	92.38 4.43%	1,344,070.80 1,980.42	1.49% (107,961.96)	A1 / AA AA-	2.36 2.29
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 5/15/2026	240,000.00	Various 1.08%	240,776.80 240,367.76	92.57 4.49%	222,173.28 352.67	0.25% (18,194.48)	A2 / A+ A	2.37 2.29
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	995,000.00	06/15/2021 1.13%	994,562.20 994,784.46	92.34 4.44%	918,778.03 404.22	1.02% (76,006.43)	A1 / A+ A+	2.47 2.38
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	950,000.00	Various 1.25%	952,508.00 950,926.08	94.11 5.54%	894,074.46 417.68	0.99% (56,851.62)	A1 / A- AA-	2.47 1.42

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CORPORATE									
037833DN7	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 9/11/2026	450,000.00	12/02/2021 1.49%	461,178.00 456,141.90	94.20 4.35%	423,891.45 2,818.75	0.47% (32,250.45)	Aaa / AA+ NR	2.70 2.56
06368FAC3	Bank of Montreal Note 1.25% Due 9/15/2026	500,000.00	09/13/2021 1.28%	499,395.00 499,672.65	91.09 4.80%	455,464.00 1,840.28	0.51% (44,208.65)	A2 / A- AA-	2.71 2.59
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	235,000.00	09/08/2021 1.09%	234,555.85 234,759.20	91.88 4.25%	215,919.41 712.83	0.24% (18,839.79)	Aa2 / AA AA	2.72 2.61
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	850,000.00	01/13/2022 1.81%	892,644.50 874,621.07	96.53 4.23%	820,494.80 2,089.58	0.91% (54,126.27)	Aa3 / A NR	2.92 2.75
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 1/15/2027	535,000.00	01/19/2022 1.99%	534,090.50 534,444.39	93.30 4.33%	499,140.56 4,810.54	0.56% (35,303.83)	A2 / A A	3.04 2.87
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.45% Due 3/3/2027	750,000.00	03/09/2022 2.73%	740,115.00 743,709.05	93.09 4.83%	698,156.25 6,022.92	0.78% (45,552.80)	A2 / A- A	3.17 2.97
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 1,079,868.63	94.58 4.12%	1,021,460.76 7,314.00	1.14% (58,407.87)	Aa2 / AA A+	3.21 3.02
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 4/23/2027	900,000.00	Various 4.93%	871,903.80 880,264.86	96.24 5.30%	866,203.20 6,050.30	0.96% (14,061.66)	A1 / A- AA-	3.31 2.17
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	430,000.00	05/05/2022 4.04%	429,303.40 429,532.68	98.65 4.44%	424,181.24 2,436.67	0.47% (5,351.44)	A2 / A+ A+	3.36 3.09
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%	430,200.10 430,135.17	97.93 4.37%	421,086.54 2,032.94	0.47% (9,048.63)	A2 / A+ A	3.37 3.12
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 5/18/2027	600,000.00	07/15/2022 3.53%	586,074.00 590,266.01	96.29 4.19%	577,732.20 2,150.00	0.64% (12,533.81)	Aa3 / A+ NR	3.38 3.16
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	1,100,000.00	08/26/2022 4.18%	1,096,315.00 1,097,348.83	98.22 4.67%	1,080,422.20 2,887.01	1.20% (16,926.63)	A1 / A NR	3.44 3.16

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CORPORATE									
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	595,000.00	03/06/2023 4.90%	594,422.85 594,516.99	103.07 4.05%	613,281.38 9,024.17	0.69% 18,764.39	Aa3 / A+ NR	4.19 3.65
61747YER2	Morgan Stanley Callable Note Cont 4/20/2027 4.21% Due 4/20/2028	750,000.00	05/19/2023 5.30%	722,677.50 726,073.78	97.74 4.95%	733,063.50 6,227.29	0.82% 6,989.72	A1 / A- A+	4.31 3.02
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	575,000.00	09/08/2023 5.17%	567,824.00 568,282.31	101.27 4.55%	582,319.18 1,245.83	0.64% 14,036.87	A3 / A NR	4.46 3.90
24422EXB0	John Deere Capital Corp Note 4.95% Due 7/14/2028	935,000.00	07/11/2023 4.96%	934,767.55 934,789.31	102.52 4.33%	958,566.68 21,469.94	1.08% 23,777.37	A2 / A A+	4.54 3.95
78016HZS2	ROYAL BANK OF CANADA Note 5.2% Due 8/1/2028	650,000.00	12/06/2023 5.08%	653,224.00 653,178.43	101.92 4.73%	662,499.50 15,116.11	0.75% 9,321.07	A1 / A AA-	4.59 3.96
74456QBX3	Public Service El & Gas CAllable Note Cont 6/1/2028 3.65% Due 9/1/2028	1,200,000.00	10/04/2023 5.48%	1,106,748.00 1,111,275.30	96.40 4.51%	1,156,789.20 14,600.00	1.29% 45,513.90	A1 / A NR	4.67 4.18
74340XBX8	Prologis LP Callable Note Cont 6/15/28 4% Due 9/15/2028	500,000.00	12/06/2023 4.91%	480,850.00 481,113.68	97.52 4.59%	487,623.00 5,888.89	0.55% 6,509.32	A3 / A NR	4.71 4.18
756109BS2	Realty Income Corp Callable Note Cont. 11/15/2028 4.7% Due 12/15/2028	1,000,000.00	12/12/2023 5.16%	979,800.60 979,988.55	100.74 4.53%	1,007,367.00 2,088.89	1.12% 27,378.45	A3 / A- NR	4.96 4.31
91324PDP4	United Health Group Inc Note 3.875% Due 12/15/2028	650,000.00	12/12/2023 4.77%	624,364.00 624,602.54	97.88 4.35%	636,218.70 1,119.44	0.70% 11,616.16	A2 / A+ A	4.96 4.45
Total Corporate		**24,958,000.00**	**2.98%**	**24,816,517.03** **24,781,896.94**	**4.75%**	**24,114,969.70** **151,598.43**	**26.82%** **(666,927.24)**	**A1 / A** **A+**	**3.04** **2.64**
MONEY MARKET FUND									
316175884	Fidelity Institutional Money Market Fund 696	61,157.40	Various 4.97%	61,157.40 61,157.40	1.00 4.97%	61,157.40 0.00	0.07% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund		**61,157.40**	**4.97%**	**61,157.40** **61,157.40**	**4.97%**	**61,157.40** **0.00**	**0.07%** **0.00**	**Aaa / AAA** **NR**	**0.00** **0.00**

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SUPRANATIONAL									
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	945,000.00	Various 0.54%	943,389.35 944,395.59	93.19 4.42%	880,681.41 826.88	0.97% (63,714.18)	Aaa / AAA AAA	1.83 1.78
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 1,910,965.29	92.71 4.23%	1,775,421.40 3,304.70	1.97% (135,543.89)	Aaa / AAA AAA	2.30 2.23
Total Supranational		**2,860,000.00**	**0.83%**	**2,849,618.65 2,855,360.88**	**4.29%**	**2,656,102.81 4,131.58**	**2.94% (199,258.07)**	**Aaa / AAA AAA**	**2.15 2.08**
US TREASURY									
912828D56	US Treasury Note 2.375% Due 8/15/2024	1,500,000.00	03/05/2020 0.68%	1,611,093.75 1,515,538.07	98.37 5.06%	1,475,508.00 13,456.18	1.65% (40,030.07)	Aaa / AA+ AA+	0.62 0.60
9128283D0	US Treasury Note 2.25% Due 10/31/2024	1,500,000.00	11/07/2019 1.77%	1,533,925.78 1,505,669.84	97.84 4.92%	1,467,657.00 5,748.63	1.63% (38,012.84)	Aaa / AA+ AA+	0.84 0.81
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	2,000,000.00	03/18/2020 0.81%	2,030,859.38 2,007,240.94	96.05 4.65%	1,921,016.00 7,603.02	2.13% (86,224.94)	Aaa / AA+ AA+	1.16 1.13
91282CED9	US Treasury Note 1.75% Due 3/15/2025	2,150,000.00	04/05/2022 2.65%	2,095,662.11 2,127,768.56	96.63 4.65%	2,077,521.35 11,163.46	2.31% (50,247.21)	Aaa / AA+ AA+	1.21 1.17
91282CEQ0	US Treasury Note 2.75% Due 5/15/2025	500,000.00	06/06/2022 2.91%	497,695.31 498,926.05	97.63 4.54%	488,164.00 1,775.41	0.54% (10,762.05)	Aaa / AA+ AA+	1.37 1.32
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	1,900,000.00	02/19/2021 0.51%	1,877,363.28 1,891,408.55	93.13 4.38%	1,769,375.00 1,206.97	1.96% (122,033.55)	Aaa / AA+ AA+	1.75 1.71
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	1,900,000.00	02/11/2021 0.42%	1,885,156.25 1,894,233.18	92.89 4.33%	1,764,847.30 809.07	1.95% (129,385.88)	Aaa / AA+ AA+	1.84 1.79
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	1,350,000.00	03/26/2021 0.77%	1,325,794.92 1,340,088.25	92.86 4.30%	1,253,654.55 442.62	1.39% (86,433.70)	Aaa / AA+ AA+	1.92 1.87
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	480,000.00	09/17/2021 0.86%	477,393.75 478,595.86	91.68 4.08%	440,062.56 1,216.48	0.49% (38,533.30)	Aaa / AA+ AA+	2.67 2.58
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	2,820,000.00	Various 1.08%	2,791,946.88 2,804,463.34	91.85 4.04%	2,590,105.14 6,269.88	2.87% (214,358.20)	Aaa / AA+ AA+	2.75 2.66
91282CEW7	US Treasury Note 3.25% Due 6/30/2027	2,250,000.00	Various 3.12%	2,263,417.97 2,259,465.50	97.72 3.95%	2,198,760.75 200.90	2.43% (60,704.75)	Aaa / AA+ AA+	3.50 3.27
91282CFB2	US Treasury Note 2.75% Due 7/31/2027	600,000.00	08/22/2022 3.12%	589,828.13 592,626.38	95.99 3.96%	575,953.20 6,904.89	0.64% (16,673.18)	Aaa / AA+ AA+	3.58 3.33

Holdings Report

As of December 31, 2023

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									
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	1,950,000.00	Various 3.41%	1,925,095.70 1,931,614.75	97.19 3.96%	1,895,156.25 20,591.52	2.12% (36,458.50)	Aaa / AA+ AA+	3.67 3.39
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	700,000.00	03/14/2023 3.91%	698,878.91 699,065.22	99.84 3.92%	698,851.30 74.52	0.77% (213.92)	Aaa / AA+ AA+	4.00 3.67
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	2,500,000.00	02/16/2023 4.05%	2,438,378.91 2,449,211.14	98.42 3.92%	2,460,547.50 36,616.85	2.76% 11,336.36	Aaa / AA+ AA+	4.09 3.71
91282CGP0	US Treasury Note 4% Due 2/29/2028	2,500,000.00	Various 4.07%	2,491,714.85 2,493,148.44	100.33 3.91%	2,508,202.50 33,791.21	2.81% 15,054.06	Aaa / AA+ AA+	4.17 3.76
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	2,425,000.00	Various 4.03%	2,381,062.51 2,385,595.27	98.94 3.89%	2,399,328.95 7,685.79	2.66% 13,733.68	Aaa / AA+ AA+	4.42 4.03
91282CHX2	US Treasury Note 4.375% Due 8/31/2028	400,000.00	09/25/2023 4.62%	395,781.25 396,008.47	102.14 3.87%	408,562.40 5,913.46	0.46% 12,553.93	Aaa / AA+ AA+	4.67 4.14
91282CJF9	US Treasury Note 4.875% Due 10/31/2028	600,000.00	10/27/2023 4.79%	602,273.44 602,196.29	104.38 3.87%	626,296.80 4,982.14	0.70% 24,100.51	Aaa / AA+ AA+	4.84 4.26
91282CJN2	US Treasury Note 4.375% Due 11/30/2028	625,000.00	12/28/2023 3.83%	640,234.38 640,208.96	102.33 3.85%	639,550.63 2,390.71	0.71% (658.33)	Aaa / AA+ AA+	4.92 4.38
Total US Treasury		**30,650,000.00**	**2.42%**	**30,553,557.46** **30,513,073.06**	**4.21%**	**29,659,121.18** **168,843.71**	**32.96%** **(853,951.88)**	**Aaa / AA+** **AA+**	**2.81** **2.61**
TOTAL PORTFOLIO		**93,234,479.12**	**2.44%**	**92,925,078.47** **92,787,818.79**	**4.50%**	**90,044,452.44** **441,635.42**	**100.00%** **(2,743,366.35)**	**Aa2 / AA** **AA+**	**2.76** **2.43**
TOTAL MARKET VALUE PLUS ACCRUED						**90,486,087.86**			

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2023	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	96.453	4.75%	578,718.75	0.00	578,718.75	0.00
Purchase	12/01/2023	316175884	16,595.70	Fidelity Institutional Money Market Fund 696	1.000	4.97%	16,595.70	0.00	16,595.70	0.00
Purchase	12/04/2023	316175884	1,227.90	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,227.90	0.00	1,227.90	0.00
Purchase	12/08/2023	316175884	39,062.75	Fidelity Institutional Money Market Fund 696	1.000	4.97%	39,062.75	0.00	39,062.75	0.00
Purchase	12/08/2023	74340XBX8	500,000.00	Prologis LP Callable Note Cont 6/15/28 4% Due 9/15/2028	96.170	4.91%	480,850.00	4,611.11	485,461.11	0.00
Purchase	12/08/2023	78016HZS2	650,000.00	ROYAL BANK OF CANADA Note 5.2% Due 8/1/2028	100.496	5.08%	653,224.00	12,956.67	666,180.67	0.00
Purchase	12/14/2023	316175884	1,797,064.48	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,797,064.48	0.00	1,797,064.48	0.00
Purchase	12/15/2023	316175884	13,003.39	Fidelity Institutional Money Market Fund 696	1.000	4.97%	13,003.39	0.00	13,003.39	0.00
Purchase	12/15/2023	316175884	2,290.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	2,290.50	0.00	2,290.50	0.00
Purchase	12/15/2023	316175884	4,149.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,149.50	0.00	4,149.50	0.00
Purchase	12/15/2023	316175884	12,703.20	Fidelity Institutional Money Market Fund 696	1.000	4.97%	12,703.20	0.00	12,703.20	0.00
Purchase	12/15/2023	316175884	17,273.11	Fidelity Institutional Money Market Fund 696	1.000	4.97%	17,273.11	0.00	17,273.11	0.00
Purchase	12/15/2023	316175884	18,486.94	Fidelity Institutional Money Market Fund 696	1.000	4.97%	18,486.94	0.00	18,486.94	0.00
Purchase	12/15/2023	316175884	11,734.98	Fidelity Institutional Money Market Fund 696	1.000	4.97%	11,734.98	0.00	11,734.98	0.00
Purchase	12/15/2023	316175884	13,838.99	Fidelity Institutional Money Market Fund 696	1.000	4.97%	13,838.99	0.00	13,838.99	0.00
Purchase	12/15/2023	316175884	6,277.51	Fidelity Institutional Money Market Fund 696	1.000	4.97%	6,277.51	0.00	6,277.51	0.00

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/15/2023	316175884	14,574.06	Fidelity Institutional Money Market Fund 696	1.000	4.97%	14,574.06	0.00	14,574.06	0.00
Purchase	12/15/2023	316175884	27,974.42	Fidelity Institutional Money Market Fund 696	1.000	4.97%	27,974.42	0.00	27,974.42	0.00
Purchase	12/15/2023	756109BS2	751,000.00	Realty Income Corp Callable Note Cont. 11/15/2028 4.7% Due 12/15/2028	97.995	5.16%	735,942.45	0.00	735,942.45	0.00
Purchase	12/15/2023	756109BS2	249,000.00	Realty Income Corp Callable Note Cont. 11/15/2028 4.7% Due 12/15/2028	97.935	5.17%	243,858.15	0.00	243,858.15	0.00
Purchase	12/15/2023	91324PDP4	650,000.00	United Health Group Inc Note 3.875% Due 12/15/2028	96.056	4.77%	624,364.00	0.00	624,364.00	0.00
Purchase	12/17/2023	316175884	4,500.00	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,500.00	0.00	4,500.00	0.00
Purchase	12/18/2023	316175884	5,596.88	Fidelity Institutional Money Market Fund 696	1.000	4.97%	5,596.88	0.00	5,596.88	0.00
Purchase	12/18/2023	316175884	10,735.78	Fidelity Institutional Money Market Fund 696	1.000	4.97%	10,735.78	0.00	10,735.78	0.00
Purchase	12/18/2023	316175884	10,398.30	Fidelity Institutional Money Market Fund 696	1.000	4.97%	10,398.30	0.00	10,398.30	0.00
Purchase	12/18/2023	316175884	14,649.10	Fidelity Institutional Money Market Fund 696	1.000	4.97%	14,649.10	0.00	14,649.10	0.00
Purchase	12/19/2023	316175884	6,265.25	Fidelity Institutional Money Market Fund 696	1.000	4.97%	6,265.25	0.00	6,265.25	0.00
Purchase	12/20/2023	316175884	66,147.12	Fidelity Institutional Money Market Fund 696	1.000	4.97%	66,147.12	0.00	66,147.12	0.00
Purchase	12/20/2023	316175884	59,009.24	Fidelity Institutional Money Market Fund 696	1.000	4.97%	59,009.24	0.00	59,009.24	0.00
Purchase	12/21/2023	316175884	8,166.36	Fidelity Institutional Money Market Fund 696	1.000	4.97%	8,166.36	0.00	8,166.36	0.00
Purchase	12/21/2023	316175884	15,827.12	Fidelity Institutional Money Market Fund 696	1.000	4.97%	15,827.12	0.00	15,827.12	0.00

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/23/2023	316175884	2,277.15	Fidelity Institutional Money Market Fund 696	1.000	4.97%	2,277.15	0.00	2,277.15	0.00
Purchase	12/26/2023	316175884	3,900.00	Fidelity Institutional Money Market Fund 696	1.000	4.97%	3,900.00	0.00	3,900.00	0.00
Purchase	12/26/2023	316175884	4,187.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,187.50	0.00	4,187.50	0.00
Purchase	12/26/2023	316175884	5,476.67	Fidelity Institutional Money Market Fund 696	1.000	4.97%	5,476.67	0.00	5,476.67	0.00
Purchase	12/26/2023	316175884	2,686.67	Fidelity Institutional Money Market Fund 696	1.000	4.97%	2,686.67	0.00	2,686.67	0.00
Purchase	12/26/2023	316175884	1,199.38	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,199.38	0.00	1,199.38	0.00
Purchase	12/26/2023	316175884	2,287.50	Fidelity Institutional Money Market Fund 696	1.000	4.97%	2,287.50	0.00	2,287.50	0.00
Purchase	12/26/2023	316175884	1,941.92	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,941.92	0.00	1,941.92	0.00
Purchase	12/26/2023	316175884	4,175.17	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,175.17	0.00	4,175.17	0.00
Purchase	12/26/2023	316175884	28,479.51	Fidelity Institutional Money Market Fund 696	1.000	4.97%	28,479.51	0.00	28,479.51	0.00
Purchase	12/26/2023	316175884	11,404.33	Fidelity Institutional Money Market Fund 696	1.000	4.97%	11,404.33	0.00	11,404.33	0.00
Purchase	12/26/2023	316175884	4,186.13	Fidelity Institutional Money Market Fund 696	1.000	4.97%	4,186.13	0.00	4,186.13	0.00
Purchase	12/29/2023	91282CJN2	625,000.00	US Treasury Note 4.375% Due 11/30/2028	102.438	3.83%	640,234.38	2,166.58	642,400.96	0.00
Purchase	12/31/2023	316175884	50,125.00	Fidelity Institutional Money Market Fund 696	1.000	4.97%	50,125.00	0.00	50,125.00	0.00
Subtotal			**6,344,879.51**				**6,277,071.24**	**19,734.36**	**6,296,805.60**	**0.00**

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Short Sale	12/15/2023	316175884	-1,604,164.60	Fidelity Institutional Money Market Fund 696	1.000		-1,604,164.60	0.00	-1,604,164.60	0.00
Subtotal			**-1,604,164.60**				**-1,604,164.60**	**0.00**	**-1,604,164.60**	**0.00**
TOTAL ACQUISITIONS			**4,740,714.91**				**4,672,906.64**	**19,734.36**	**4,692,641.00**	**0.00**
DISPOSITIONS										
Closing Purchase	12/15/2023	316175884	-1,604,164.60	Fidelity Institutional Money Market Fund 696	1.000		-1,604,164.60	0.00	-1,604,164.60	0.00
Subtotal			**-1,604,164.60**				**-1,604,164.60**	**0.00**	**-1,604,164.60**	**0.00**
Sale	12/01/2023	316175884	578,718.75	Fidelity Institutional Money Market Fund 696	1.000	4.97%	578,718.75	0.00	578,718.75	0.00
Sale	12/08/2023	316175884	81,460.03	Fidelity Institutional Money Market Fund 696	1.000	4.97%	81,460.03	0.00	81,460.03	0.00
Sale	12/08/2023	78015K7C2	1,100,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	97.058	2.11%	1,067,638.00	2,543.75	1,070,181.75	-32,759.68
Sale	12/14/2023	69371RR73	890,000.00	Paccar Financial Corp Note 2.85% Due 4/7/2025	97.121	2.86%	864,376.90	4,720.71	869,097.61	-25,521.76
Sale	12/14/2023	90331HPL1	955,000.00	US Bank NA Callable Note Cont 12/21/2024 2.05% Due 1/21/2025	96.355	2.10%	920,190.25	7,776.62	927,966.87	-34,359.94
Sale	12/15/2023	316175884	1,604,164.60	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,604,164.60	0.00	1,604,164.60	0.00
Sale	12/29/2023	316175884	642,400.96	Fidelity Institutional Money Market Fund 696	1.000	4.97%	642,400.96	0.00	642,400.96	0.00
Subtotal			**5,851,744.34**				**5,758,949.49**	**15,041.08**	**5,773,990.57**	**-92,641.38**
Paydown	12/15/2023	161571HT4	0.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	100.000		0.00	4,149.50	4,149.50	0.00

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	12/15/2023	43815BAC4	11,927.70	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	100.000		11,927.70	775.50	12,703.20	0.00
Paydown	12/15/2023	44891RAC4	17,252.18	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	100.000		17,252.18	20.93	17,273.11	0.00
Paydown	12/15/2023	44933LAC7	18,444.47	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		18,444.47	42.47	18,486.94	0.00
Paydown	12/15/2023	44935FAD6	11,634.13	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		11,634.13	100.85	11,734.98	0.00
Paydown	12/15/2023	47789QAC4	13,731.39	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		13,731.39	107.60	13,838.99	0.00
Paydown	12/15/2023	47800BAC2	0.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	100.000		0.00	2,290.50	2,290.50	0.00
Paydown	12/15/2023	89236XAC0	6,275.68	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		6,275.68	1.83	6,277.51	0.00
Paydown	12/15/2023	89238JAC9	14,446.23	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	100.000		14,446.23	127.83	14,574.06	0.00
Paydown	12/15/2023	89240BAC2	27,938.24	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	100.000		27,938.24	36.18	27,974.42	0.00
Paydown	12/18/2023	362554AC1	10,633.82	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		10,633.82	101.96	10,735.78	0.00
Paydown	12/18/2023	380146AC4	10,212.45	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	100.000		10,212.45	185.85	10,398.30	0.00
Paydown	12/18/2023	43813KAC6	14,641.68	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		14,641.68	7.42	14,649.10	0.00

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	12/20/2023	36262XAC8	66,125.65	GM Financial Auto Lease Trust 2021-3 A2 0.39% Due 10/21/2024	100.000		66,125.65	21.47	66,147.12	0.00
Paydown	12/20/2023	36265MAC9	58,520.01	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	100.000		58,520.01	489.23	59,009.24	0.00
Paydown	12/21/2023	43813GAC5	8,155.92	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		8,155.92	10.44	8,166.36	0.00
Paydown	12/21/2023	43815GAC3	15,659.84	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		15,659.84	167.28	15,827.12	0.00
Paydown	12/26/2023	05601XAC3	28,381.99	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	100.000		28,381.99	97.52	28,479.51	0.00
Paydown	12/26/2023	09690AAC7	11,401.19	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		11,401.19	3.14	11,404.33	0.00
Paydown	12/26/2023	3137BFE98	1,958.82	FHLMC K041 A2 3.171% Due 10/25/2024	100.000		1,958.82	2,227.31	4,186.13	0.00
Paydown	12/26/2023	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	12/26/2023	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	12/26/2023	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	12/26/2023	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	12/26/2023	3137FCLD4	0.00	FHLMC K071 A2 3.286% Due 11/25/2027	100.000		0.00	5,476.67	5,476.67	0.00
Paydown	12/26/2023	3137FETN0	0.00	FHLMC K073 A2 3.35% Due 1/25/2028	100.000		0.00	4,187.50	4,187.50	0.00

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	12/26/2023	3137FEZU7	0.00	FHLMC K076 A2 3.9% Due 4/25/2028	100.000		0.00	3,900.00	3,900.00	0.00
Paydown	12/26/2023	3137FGR31	0.00	FHLMC K078 A2 3.854% Due 6/25/2028	100.000		0.00	4,175.17	4,175.17	0.00
Subtotal			**347,341.39**				**347,341.39**	**36,819.62**	**384,161.01**	**0.00**
TOTAL DISPOSITIONS			**4,594,921.13**				**4,502,126.28**	**51,860.70**	**4,553,986.98**	**-92,641.38**
OTHER TRANSACTIONS										
Interest	12/01/2023	26442CAS3	850,000.00	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	0.000		12,537.50	0.00	12,537.50	0.00
Interest	12/01/2023	46647PCH7	985,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	0.000		4,058.20	0.00	4,058.20	0.00
Interest	12/08/2023	3133EPME2	850,000.00	FFCB Note 3.875% Due 6/8/2028	0.000		16,468.75	0.00	16,468.75	0.00
Interest	12/08/2023	89115A2C5	1,100,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.000		22,594.00	0.00	22,594.00	0.00
Interest	12/15/2023	74340XCG4	575,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	0.000		13,003.39	0.00	13,003.39	0.00
Interest	12/17/2023	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.000		4,500.00	0.00	4,500.00	0.00
Interest	12/18/2023	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.000		5,596.88	0.00	5,596.88	0.00
Interest	12/19/2023	06051GJD2	950,000.00	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 6/19/2026	0.000		6,265.25	0.00	6,265.25	0.00

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	12/23/2023	46647PCK0	470,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	0.000		2,277.15	0.00	2,277.15	0.00
Interest	12/31/2023	91282CEW7	2,250,000.00	US Treasury Note 3.25% Due 6/30/2027	0.000		36,562.50	0.00	36,562.50	0.00
Interest	12/31/2023	91282CGC9	700,000.00	US Treasury Note 3.875% Due 12/31/2027	0.000		13,562.50	0.00	13,562.50	0.00
Subtotal			**11,525,000.00**				**137,426.12**	**0.00**	**137,426.12**	**0.00**
Dividend	12/04/2023	316175884	38,882.37	Fidelity Institutional Money Market Fund 696	0.000		1,227.90	0.00	1,227.90	0.00
Subtotal			**38,882.37**				**1,227.90**	**0.00**	**1,227.90**	**0.00**
TOTAL OTHER TRANSACTIONS			**11,563,882.37**				**138,654.02**	**0.00**	**138,654.02**	**0.00**

Income Earned

As of December 31, 2023

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	1,265,425.20 0.00 0.00 1,264,407.80	8,312.50 0.00 11,593.75 3,281.25	0.00 1,017.40 (1,017.40) 2,263.85	2,263.85
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1% Due 05/12/2026	05/10/2021 05/12/2021 1,455,000.00	1,451,926.05 0.00 0.00 1,452,032.76	767.92 0.00 1,980.42 1,212.50	106.71 0.00 106.71 1,319.21	1,319.21
037833DN7	Apple Inc Callable Note Cont 7/11/2026 2.05% Due 09/11/2026	12/02/2021 12/06/2021 450,000.00	456,348.41 0.00 0.00 456,141.90	2,050.00 0.00 2,818.75 768.75	0.00 206.51 (206.51) 562.24	562.24
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 03/25/2025	01/11/2022 01/19/2022 78,000.94	106,380.63 0.00 28,381.99 77,999.71	19.50 97.52 14.30 92.32	1.07 0.00 1.07 93.39	93.39
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 04/23/2027	Various Various 900,000.00	879,758.41 0.00 0.00 880,264.86	3,381.05 0.00 6,050.30 2,669.25	506.45 0.00 506.45 3,175.70	3,175.70
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	Various Various 950,000.00	950,979.74 0.00 0.00 950,926.08	5,638.72 6,265.25 417.68 1,044.21	0.00 53.66 (53.66) 990.55	990.55
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	07/23/2021 07/27/2021 826,000.00	837,443.73 0.00 0.00 836,757.55	1,273.42 0.00 2,546.83 1,273.41	0.00 686.18 (686.18) 587.23	587.23
06368FAC3	Bank of Montreal Note 1.25% Due 09/15/2026	09/13/2021 09/15/2021 500,000.00	499,662.38 0.00 0.00 499,672.65	1,319.44 0.00 1,840.28 520.84	10.27 0.00 10.27 531.11	531.11
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	810,612.82 0.00 0.00 810,133.93	1,141.11 0.00 3,774.44 2,633.33	0.00 478.89 (478.89) 2,154.44	2,154.44

Income Earned

As of December 31, 2023

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	1,079,865.15 0.00 0.00 1,079,868.63	5,244.00 0.00 7,314.00 2,070.00	3.48 0.00 3.48 2,073.48	2,073.48
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 Due 12/26/2024	Various Various 0.00	11,394.96 0.00 11,401.19 0.00	0.63 3.14 0.00 2.51	6.23 0.00 6.23 8.74	8.74
161571HT4	Chase Issuance Trust 23-A1 A 5.16% Due 09/15/2028	09/07/2023 09/15/2023 965,000.00	964,751.29 0.00 0.00 964,758.86	2,213.07 4,149.50 2,213.07 4,149.50	7.57 0.00 7.57 4,157.07	4,157.07
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3% Due 05/18/2027	07/15/2022 07/19/2022 600,000.00	590,021.28 0.00 0.00 590,266.01	650.00 0.00 2,150.00 1,500.00	244.73 0.00 244.73 1,744.73	1,744.73
24422EXB0	John Deere Capital Corp Note 4.95% Due 07/14/2028	07/11/2023 07/14/2023 935,000.00	934,785.36 0.00 0.00 934,789.31	17,613.07 0.00 21,469.94 3,856.87	10.24 6.29 3.95 3,860.82	3,860.82
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	875,404.70 0.00 0.00 874,621.07	12,537.50 12,537.50 2,089.58 2,089.58	0.00 783.63 (783.63) 1,305.95	1,305.95
3130AWTR1	FHLB Note 4.375% Due 09/08/2028	09/08/2023 09/11/2023 2,000,000.00	1,994,820.69 0.00 0.00 1,994,912.81	28,437.50 0.00 35,729.17 7,291.67	92.12 0.00 92.12 7,383.79	7,383.79
3133EPGW9	FFCB Note 3.875% Due 04/25/2028	05/05/2023 05/08/2023 1,250,000.00	1,266,056.71 0.00 0.00 1,265,746.97	4,843.75 0.00 8,880.21 4,036.46	0.00 309.74 (309.74) 3,726.72	3,726.72
3133EPME2	FFCB Note 3.875% Due 06/08/2028	06/07/2023 06/08/2023 850,000.00	846,958.26 0.00 0.00 847,015.37	15,828.30 16,468.75 2,104.34 2,744.79	57.11 0.00 57.11 2,801.90	2,801.90

Income Earned

As of December 31, 2023

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
3135G03U5	FNMA Note 0.625% Due 04/22/2025	04/22/2020 04/24/2020 1,510,000.00	1,509,133.67 0.00 0.00 1,509,186.54	1,022.40 0.00 1,808.85 786.45	52.87 0.00 52.87 839.32	839.32
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	Various Various 1,800,000.00	1,800,968.01 0.00 0.00 1,800,914.80	4,100.00 4,500.00 350.00 750.00	33.42 86.63 (53.21) 696.79	696.79
3135G05X7	FNMA Note 0.375% Due 08/25/2025	Various Various 1,800,000.00	1,797,562.91 0.00 0.00 1,797,682.26	1,800.00 0.00 2,362.51 562.51	119.35 0.00 119.35 681.86	681.86
3135G06G3	FNMA Note 0.5% Due 11/07/2025	Various Various 1,825,000.00	1,822,707.63 0.00 0.00 1,822,808.14	608.34 0.00 1,368.75 760.41	100.51 0.00 100.51 860.92	860.92
3135G0W66	FNMA Note 1.625% Due 10/15/2024	Various Various 1,755,000.00	1,756,975.42 0.00 0.00 1,756,783.45	3,644.07 0.00 6,020.63 2,376.56	16.13 208.10 (191.97) 2,184.59	2,184.59
3135G0X24	FNMA Note 1.625% Due 01/07/2025	Various Various 1,875,000.00	1,878,038.54 0.00 0.00 1,877,804.80	12,187.50 0.00 14,726.57 2,539.07	31.17 264.91 (233.74) 2,305.33	2,305.33
3137BFE98	FHLMC K041 A2 3.171% Due 10/25/2024	07/01/2021 07/07/2021 840,921.22	859,345.05 0.00 1,958.82 855,678.36	2,227.31 2,227.31 2,222.13 2,222.13	0.00 1,707.87 (1,707.87) 514.26	514.26
3137BKRJ1	FHLMC K047 A2 3.329% Due 05/25/2025	05/19/2022 05/24/2022 700,000.00	701,949.89 0.00 0.00 701,832.98	1,941.92 1,941.92 1,941.92 1,941.92	0.00 116.91 (116.91) 1,825.01	1,825.01
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	10/29/2021 11/03/2021 1,000,000.00	1,029,256.48 0.00 0.00 1,028,066.25	2,287.50 2,287.50 2,287.50 2,287.50	0.00 1,190.23 (1,190.23) 1,097.27	1,097.27

Income Earned

As of December 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137BQYS0	FHLMC K056 A2 2.525% Due 05/25/2026	01/31/2022 02/03/2022 570,000.00	579,793.77 0.00 0.00 579,449.54	1,199.38 1,199.38 1,199.38 1,199.38	0.00 344.23 (344.23) 855.15	855.15
3137BXQY1	FHLMC K064 A2 3.224% Due 03/25/2027	05/06/2022 05/11/2022 1,000,000.00	998,600.92 0.00 0.00 998,637.49	2,686.67 2,686.67 2,686.67 2,686.67	36.57 0.00 36.57 2,723.24	2,723.24
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	02/13/2020 02/14/2020 1,920,000.00	1,919,644.37 0.00 0.00 1,919,669.49	8,720.00 0.00 11,120.00 2,400.00	25.12 0.00 25.12 2,425.12	2,425.12
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	Various Various 1,800,000.00	1,797,878.25 0.00 0.00 1,797,988.25	2,437.50 0.00 3,000.00 562.50	110.00 0.00 110.00 672.50	672.50
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	Various Various 1,805,000.00	1,803,023.59 0.00 0.00 1,803,116.14	1,278.55 0.00 1,842.61 564.06	92.55 0.00 92.55 656.61	656.61
3137FCLD4	FHLMC K071 A2 3.286% Due 11/25/2027	04/11/2023 04/14/2023 2,000,000.00	1,941,748.22 0.00 0.00 1,942,989.32	5,476.67 5,476.67 5,476.67 5,476.67	1,241.10 0.00 1,241.10 6,717.77	6,717.77
3137FETN0	FHLMC K073 A2 3.35% Due 01/25/2028	03/27/2023 03/30/2023 1,500,000.00	1,458,862.80 0.00 0.00 1,459,703.99	837.50 4,187.50 837.50 4,187.50	841.19 0.00 841.19 5,028.69	5,028.69
3137FEZU7	FHLMC K076 A2 3.9% Due 04/25/2028	04/20/2023 04/25/2023 1,200,000.00	1,188,620.38 0.00 0.00 1,188,839.90	3,900.00 3,900.00 3,900.00 3,900.00	219.52 0.00 219.52 4,119.52	4,119.52
3137FGR31	FHLMC K078 A2 3.854% Due 06/25/2028	09/18/2023 09/21/2023 1,300,000.00	1,243,303.95 0.00 0.00 1,244,357.65	835.03 4,175.17 835.03 4,175.17	1,053.70 0.00 1,053.70 5,228.87	5,228.87

Income Earned

As of December 31, 2023

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
3137FJKE8	FHLMC K082 A2 3.92% Due 09/25/2028	11/28/2023 12/01/2023 600,000.00	0.00 578,718.75 0.00 579,093.59	0.00 0.00 1,960.00 1,960.00	374.84 0.00 374.84 2,334.84	2,334.84
362554AC1	GM Financial Securitized Term 2021-4 A3 0.68% Due 09/16/2026	10/13/2021 10/21/2021 169,302.22	179,934.30 0.00 10,633.82 169,300.69	50.98 101.96 47.97 98.95	0.21 0.00 0.21 99.16	99.16
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 Due 10/21/2024	08/10/2021 08/18/2021 0.00	66,125.60 0.00 66,125.65 0.00	7.88 21.47 0.00 13.59	0.05 0.00 0.05 13.64	13.64
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 03/20/2025	02/15/2022 02/23/2022 250,466.77	308,986.30 0.00 58,520.01 250,466.47	179.38 489.23 145.41 455.26	0.18 0.00 0.18 455.44	455.44
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	01/11/2022 01/19/2022 166,790.55	176,996.25 0.00 10,212.45 166,784.57	92.93 185.85 87.57 180.49	0.77 0.00 0.77 181.26	181.26
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 38,251.36	46,407.19 0.00 8,155.92 38,251.31	3.48 10.44 2.87 9.83	0.04 0.00 0.04 9.87	9.87
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 9,409.75	24,051.43 0.00 14,641.68 9,409.75	3.21 7.42 1.26 5.47	0.00 0.00 0.00 5.47	5.47
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 05/15/2026	02/15/2022 02/23/2022 483,072.30	494,966.41 0.00 11,927.70 483,041.43	413.60 775.50 403.63 765.53	2.72 0.00 2.72 768.25	768.25
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 01/21/2026	11/16/2021 11/24/2021 212,448.44	228,090.10 0.00 15,659.84 212,432.68	55.76 167.28 51.93 163.45	2.42 0.00 2.42 165.87	165.87

Income Earned

As of December 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 05/15/2025	10/20/2020 10/28/2020 48,832.84	66,084.06 0.00 17,252.18 48,832.42	11.16 20.93 8.25 18.02	0.54 0.00 0.54 18.56	18.56
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 09/15/2025	04/20/2021 04/28/2021 115,680.89	134,123.26 0.00 18,444.47 115,679.42	22.65 42.47 19.54 39.36	0.63 0.00 0.63 39.99	39.99
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 05/15/2026	11/09/2021 11/17/2021 151,913.10	163,534.24 0.00 11,634.13 151,901.95	53.79 100.85 49.96 97.02	1.84 0.00 1.84 98.86	98.86
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	04/13/2021 04/20/2021 1,915,000.00	1,910,816.39 0.00 0.00 1,910,965.29	1,908.35 0.00 3,304.70 1,396.35	148.90 0.00 148.90 1,545.25	1,545.25
459058JL8	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	Various Various 945,000.00	944,367.46 0.00 0.00 944,395.59	433.13 0.00 826.88 393.75	28.13 0.00 28.13 421.88	421.88
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	316,140.42 0.00 0.00 315,887.75	704.05 0.00 1,245.63 541.58	0.00 252.67 (252.67) 288.91	288.91
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	985,213.69 0.00 0.00 985,177.48	4,058.20 4,058.20 676.37 676.37	0.00 36.21 (36.21) 640.16	640.16
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	Various Various 470,000.00	470,054.96 0.00 0.00 470,046.65	1,998.83 2,277.15 101.21 379.53	0.00 8.31 (8.31) 371.22	371.22
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 234,582.69	248,306.28 0.00 13,731.39 234,575.80	57.39 107.60 54.21 104.42	0.91 0.00 0.91 105.33	105.33

Income Earned

As of December 31, 2023

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
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 06/15/2027	10/12/2022 10/19/2022 540,000.00	539,970.91 0.00 0.00 539,971.88	1,221.60 2,290.50 1,221.60 2,290.50	0.97 0.00 0.97 2,291.47	2,291.47
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	03/06/2023 03/09/2023 595,000.00	594,507.20 0.00 0.00 594,516.99	6,606.98 0.00 9,024.17 2,417.19	9.79 0.00 9.79 2,426.98	2,426.98
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 04/28/2026	05/18/2022 05/20/2022 500,000.00	483,082.76 0.00 0.00 483,679.39	1,002.83 0.00 1,914.50 911.67	596.63 0.00 596.63 1,508.30	1,508.30
61747YER2	Morgan Stanley Callable Note Cont 4/20/2027 4.21% Due 04/20/2028	05/19/2023 05/23/2023 750,000.00	725,601.65 0.00 0.00 726,073.78	3,596.04 0.00 6,227.29 2,631.25	472.13 0.00 472.13 3,103.38	3,103.38
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	05/05/2022 05/10/2022 430,000.00	429,520.85 0.00 0.00 429,532.68	1,003.33 0.00 2,436.67 1,433.34	11.83 0.00 11.83 1,445.17	1,445.17
69371RR73	Paccar Financial Corp Note Due 04/07/2025	03/31/2022 04/07/2022 0.00	889,895.91 0.00 889,898.66 0.00	3,804.75 4,720.71 0.00 915.96	2.75 0.00 2.75 918.71	918.71
74340XBX8	Prologis LP Callable Note Cont 6/15/28 4% Due 09/15/2028	12/06/2023 12/08/2023 500,000.00	0.00 480,850.00 0.00 481,113.68	0.00 (4,611.11) 5,888.89 1,277.78	263.68 0.00 263.68 1,541.46	1,541.46
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 06/15/2028	09/08/2023 09/12/2023 575,000.00	568,154.31 0.00 0.00 568,282.31	11,913.28 13,003.39 1,245.83 2,335.94	128.00 0.00 128.00 2,463.94	2,463.94
74456QBX3	Public Service El & Gas CAllable Note Cont 6/1/2028 3.65% Due 09/01/2028	10/04/2023 10/06/2023 1,200,000.00	1,109,662.13 0.00 0.00 1,111,275.30	10,950.00 0.00 14,600.00 3,650.00	1,613.17 0.00 1,613.17 5,263.17	5,263.17

Income Earned

As of December 31, 2023

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
756109BS2	Realty Income Corp Callable Note Cont. 11/15/2028 4.7% Due 12/15/2028	12/12/2023 12/15/2023 1,000,000.00	0.00 979,800.60 0.00 979,988.55	0.00 0.00 2,088.89 2,088.89	187.95 0.00 187.95 2,276.84	2,276.84
78015K7C2	Royal Bank of Canada Note Due 11/01/2024	Various Various 0.00	1,100,406.14 0.00 1,100,397.68 0.00	2,062.50 2,543.75 0.00 481.25	1.83 10.29 (8.46) 472.79	472.79
78016HZS2	ROYAL BANK OF CANADA Note 5.2% Due 08/01/2028	12/06/2023 12/08/2023 650,000.00	0.00 653,224.00 0.00 653,178.43	0.00 (12,956.67) 15,116.11 2,159.44	0.00 45.57 (45.57) 2,113.87	2,113.87
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	743,540.50 0.00 0.00 743,709.05	4,491.67 0.00 6,022.92 1,531.25	168.55 0.00 168.55 1,699.80	1,699.80
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.95% Due 01/15/2027	01/19/2022 01/24/2022 535,000.00	534,428.87 0.00 0.00 534,444.39	3,941.17 0.00 4,810.54 869.37	15.52 0.00 15.52 884.89	884.89
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 06/08/2027	08/26/2022 08/30/2022 1,100,000.00	1,097,283.29 0.00 0.00 1,097,348.83	21,715.34 22,594.00 2,887.01 3,765.67	65.54 0.00 65.54 3,831.21	3,831.21
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	06/15/2021 06/18/2021 995,000.00	994,777.02 0.00 0.00 994,784.46	5,068.28 5,596.88 404.22 932.82	7.44 0.00 7.44 940.26	940.26
89236TJT3	Toyota Motor Credit Corp Note 1.45% Due 01/13/2025	01/10/2022 01/13/2022 810,000.00	809,594.96 0.00 0.00 809,625.66	4,502.25 0.00 5,481.00 978.75	30.70 0.00 30.70 1,009.45	1,009.45
89236XAC0	Toyota Auto Receivables 2020-D A3 Due 01/15/2025	10/06/2020 10/13/2020 0.00	6,275.37 0.00 6,275.68 0.00	0.98 1.83 0.00 0.85	0.31 0.00 0.31 1.16	1.16

Income Earned

As of December 31, 2023

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
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 04/15/2026	11/09/2021 11/15/2021 201,612.54	216,057.06 0.00 14,446.23 201,611.06	68.18 127.83 63.62 123.27	0.23 0.00 0.23 123.50	123.50
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 05/15/2025	02/02/2021 02/08/2021 139,036.11	166,971.47 0.00 27,938.24 139,034.42	19.29 36.18 16.07 32.96	1.19 0.00 1.19 34.15	34.15
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	643,137.28 0.00 0.00 643,484.34	2,513.33 0.00 3,163.33 650.00	347.06 0.00 347.06 997.06	997.06
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 Due 01/21/2025	01/16/2020 01/21/2020 0.00	954,535.72 0.00 954,550.19 0.00	7,069.65 7,776.62 0.00 706.97	14.47 0.00 14.47 721.44	721.44
9128283D0	US Treasury Note 2.25% Due 10/31/2024	11/07/2019 11/08/2019 1,500,000.00	1,506,248.01 0.00 0.00 1,505,669.84	2,874.31 0.00 5,748.63 2,874.32	0.00 578.17 (578.17) 2,296.15	2,296.15
912828D56	US Treasury Note 2.375% Due 08/15/2024	03/05/2020 03/06/2020 1,500,000.00	1,517,660.00 0.00 0.00 1,515,538.07	10,455.16 0.00 13,456.18 3,001.02	0.00 2,121.93 (2,121.93) 879.09	879.09
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	03/18/2020 03/19/2020 2,000,000.00	2,007,770.35 0.00 0.00 2,007,240.94	5,686.81 0.00 7,603.02 1,916.21	0.00 529.41 (529.41) 1,386.80	1,386.80
91282CAM3	US Treasury Note 0.25% Due 09/30/2025	02/19/2021 02/22/2021 1,900,000.00	1,890,991.10 0.00 0.00 1,891,408.55	804.64 0.00 1,206.97 402.33	417.45 0.00 417.45 819.78	819.78
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/11/2021 02/12/2021 1,900,000.00	1,893,965.96 0.00 0.00 1,894,233.18	404.53 0.00 809.07 404.54	267.22 0.00 267.22 671.76	671.76

Income Earned

As of December 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	03/26/2021 03/29/2021 1,350,000.00	1,339,648.68 0.00 0.00 1,340,088.25	13.83 0.00 442.62 428.79	439.57 0.00 439.57 868.36	868.36
91282CCW9	US Treasury Note 0.75% Due 08/31/2026	09/17/2021 09/20/2021 480,000.00	478,551.12 0.00 0.00 478,595.86	909.89 0.00 1,216.48 306.59	44.74 0.00 44.74 351.33	351.33
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	Various Various 2,820,000.00	2,803,983.14 0.00 0.00 2,804,463.34	4,179.93 0.00 6,269.88 2,089.95	480.20 0.00 480.20 2,570.15	2,570.15
91282CED9	US Treasury Note 1.75% Due 03/15/2025	04/05/2022 04/07/2022 2,150,000.00	2,126,198.69 0.00 0.00 2,127,768.56	7,959.13 0.00 11,163.46 3,204.33	1,569.87 0.00 1,569.87 4,774.20	4,774.20
91282CEQ0	US Treasury Note 2.75% Due 05/15/2025	06/06/2022 06/07/2022 500,000.00	498,859.47 0.00 0.00 498,926.05	604.40 0.00 1,775.41 1,171.01	66.58 0.00 66.58 1,237.59	1,237.59
91282CEW7	US Treasury Note 3.25% Due 06/30/2027	Various Various 2,250,000.00	2,259,695.46 0.00 0.00 2,259,465.50	30,601.22 36,562.50 200.90 6,162.18	0.00 229.96 (229.96) 5,932.22	5,932.22
91282CFB2	US Treasury Note 2.75% Due 07/31/2027	08/22/2022 08/23/2022 600,000.00	592,451.49 0.00 0.00 592,626.38	5,514.95 0.00 6,904.89 1,389.94	174.89 0.00 174.89 1,564.83	1,564.83
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	Various Various 1,950,000.00	1,931,188.79 0.00 0.00 1,931,614.75	15,401.79 0.00 20,591.52 5,189.73	425.96 0.00 425.96 5,615.69	5,615.69
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	03/14/2023 03/16/2023 700,000.00	699,045.38 0.00 0.00 699,065.22	11,351.22 13,562.50 74.52 2,285.80	19.84 0.00 19.84 2,305.64	2,305.64

Income Earned

As of December 31, 2023

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
91282CGH8	US Treasury Note 3.5% Due 01/31/2028	02/16/2023 02/17/2023 2,500,000.00	2,448,155.17 0.00 0.00 2,449,211.14	29,245.92 0.00 36,616.85 7,370.93	1,055.97 0.00 1,055.97 8,426.90	8,426.90
91282CGP0	US Treasury Note 4% Due 02/29/2028	Various Various 2,500,000.00	2,493,008.70 0.00 0.00 2,493,148.44	25,274.72 0.00 33,791.21 8,516.49	230.46 90.72 139.74 8,656.23	8,656.23
91282CHE4	US Treasury Note 3.625% Due 05/31/2028	Various Various 2,425,000.00	2,384,837.48 0.00 0.00 2,385,595.27	240.18 0.00 7,685.79 7,445.61	757.79 0.00 757.79 8,203.40	8,203.40
91282CHX2	US Treasury Note 4.375% Due 08/31/2028	09/25/2023 09/26/2023 400,000.00	395,935.85 0.00 0.00 396,008.47	4,423.08 0.00 5,913.46 1,490.38	72.62 0.00 72.62 1,563.00	1,563.00
91282CJF9	US Treasury Note 4.875% Due 10/31/2028	10/27/2023 10/31/2023 600,000.00	602,234.86 0.00 0.00 602,196.29	2,491.07 0.00 4,982.14 2,491.07	0.00 38.57 (38.57) 2,452.50	2,452.50
91282CJN2	US Treasury Note 4.375% Due 11/30/2028	12/28/2023 12/29/2023 625,000.00	0.00 640,234.38 0.00 640,208.96	0.00 (2,166.58) 2,390.71 224.13	0.00 25.42 (25.42) 198.71	198.71
91324PDP4	United Health Group Inc Note 3.875% Due 12/15/2028	12/12/2023 12/15/2023 650,000.00	0.00 624,364.00 0.00 624,602.54	0.00 0.00 1,119.44 1,119.44	238.54 0.00 238.54 1,357.98	1,357.98
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.15% Due 05/15/2026	Various Various 240,000.00	240,381.42 0.00 0.00 240,367.76	122.67 0.00 352.67 230.00	0.00 13.66 (13.66) 216.34	216.34
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	430,138.57 0.00 0.00 430,135.17	707.10 0.00 2,032.94 1,325.84	0.92 4.32 (3.40) 1,322.44	1,322.44

Income Earned

As of December 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
931142ER0	Wal-Mart Stores	09/08/2021	234,751.66	507.21	7.54	213.16
	Callable Note Cont 08/17/2026	09/17/2021	0.00	0.00	0.00	
	1.05% Due 09/17/2026	235,000.00	0.00	712.83	7.54	
			234,759.20	205.62	213.16	
			92,057,312.71	**429,841.80**	**15,791.26**	
			3,957,191.73	**169,552.46**	**11,446.39**	
			3,292,187.92	**441,635.42**	**4,344.87**	
Total Fixed Income		**93,173,321.72**	**92,726,661.39**	**181,346.08**	**185,690.95**	**185,690.95**
CASH & EQUIVALENT						
316175884	Fidelity Institutional	Various	648,022.23	0.00	0.00	1,227.90
	Money Market Fund 696	Various	715,714.91	1,227.90	0.00	
		61,157.40	1,302,579.74	0.00	0.00	
			61,157.40	1,227.90	1,227.90	
			648,022.23	**0.00**	**0.00**	
			715,714.91	**1,227.90**	**0.00**	
			1,302,579.74	**0.00**	**0.00**	
Total Cash & Equivalent		**61,157.40**	**61,157.40**	**1,227.90**	**1,227.90**	**1,227.90**
			92,705,334.94	**429,841.80**	**15,791.26**	
			4,672,906.64	**170,780.36**	**11,446.39**	
			4,594,767.66	**441,635.42**	**4,344.87**	
TOTAL PORTFOLIO		**93,234,479.12**	**92,787,818.79**	**182,573.98**	**186,918.85**	**186,918.85**

Cash Flow Report

As of December 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/07/2024	Interest	3135G0X24	1,875,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	15,234.38	15,234.38
01/13/2024	Interest	89236TJT3	810,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	5,872.50	5,872.50
01/14/2024	Interest	24422EXB0	935,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	23,141.25	23,141.25
01/15/2024	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
01/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,673.94	93.68	11,767.62
01/15/2024	Paydown	44933LAC7	115,680.89	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	23,121.15	36.63	23,157.78
01/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,628.82	101.65	15,730.47
01/15/2024	Paydown	89240BAC2	139,036.11	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	46,330.32	30.12	46,360.44
01/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,432.64	756.81	28,189.45
01/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
01/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,345.59	119.29	14,464.88
01/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
01/15/2024	Paydown	44891RAC4	48,832.84	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	24,411.95	15.46	24,427.41
01/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,268.39	95.94	11,364.33
01/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,471.68	175.13	9,646.81
01/20/2024	Paydown	3137BQYS0	0.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
01/20/2024	Paydown	3137BXQY1	0.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67

Cash Flow Report

As of December 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/20/2024	Paydown	3137BKRJ1	0.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
01/20/2024	Paydown	3137FCLD4	0.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
01/20/2024	Paydown	36265MAC9	250,466.77	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	62,206.49	396.57	62,603.06
01/20/2024	Paydown	3137BFE98	0.00	FHLMC K041 A2 3.171% Due 10/25/2024	1,958.82	2,227.31	4,186.13
01/20/2024	Paydown	3137BNGT5	0.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
01/21/2024	Interest	3137EAEU9	1,800,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	3,375.01	3,375.01
01/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,151.88	155.80	15,307.68
01/21/2024	Paydown	43813GAC5	38,251.36	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	12,747.37	8.61	12,755.98
01/23/2024	Paydown	3137FEZU7	0.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
01/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
01/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,222.13	2,222.13
01/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
01/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
01/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
01/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
01/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
01/25/2024	Paydown	05601XAC3	78,000.94	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	25,886.68	71.50	25,958.18

Cash Flow Report

As of December 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
01/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
01/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
01/31/2024	Interest	91282CFB2	600,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	8,250.00	8,250.00
01/31/2024	Interest	91282CGH8	2,500,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	43,750.00	43,750.00
JAN 2024					**301,635.72**	**163,092.97**	**464,728.69**
02/01/2024	Interest	78016HZS2	650,000.00	ROYAL BANK OF CANADA Note 5.2% Due 8/1/2028	0.00	17,932.78	17,932.78
02/05/2024	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
02/12/2024	Interest	3137EAEP0	1,920,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	14,400.00	14,400.00
02/15/2024	Interest	912828D56	1,500,000.00	US Treasury Note 2.375% Due 8/15/2024	0.00	17,812.50	17,812.50
02/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
02/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,552.88	713.84	28,266.72
02/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,354.08	110.80	14,464.88
02/15/2024	Paydown	44891RAC4	48,832.84	Hyundai Auto Receivables Trust 2020-C A3 0.38% Due 5/15/2025	24,420.90	7.73	24,428.63
02/15/2024	Paydown	44933LAC7	115,680.89	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	23,128.66	29.31	23,157.97
02/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
02/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,675.89	86.48	11,762.37

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,630.25	94.88	15,725.13
02/15/2024	Paydown	89240BAC2	139,036.11	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	46,345.36	20.09	46,365.45
02/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,271.02	89.55	11,360.57
02/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,513.20	165.18	9,678.38
02/20/2024	Paydown	36265MAC9	250,466.77	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	62,479.16	298.08	62,777.24
02/21/2024	Paydown	43813GAC5	38,251.36	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	12,750.45	5.74	12,756.19
02/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,155.43	144.68	15,300.11
02/25/2024	Interest	3135G05X7	1,800,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	3,375.00	3,375.00
02/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,222.13	2,222.13
02/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
02/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
02/25/2024	Paydown	05601XAC3	78,000.94	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	26,000.15	47.77	26,047.92
02/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
02/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
02/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
02/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
02/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
02/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
02/29/2024	Interest	912828ZC7	2,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	11,250.00	11,250.00
02/29/2024	Interest	91282CHX2	400,000.00	US Treasury Note 4.375% Due 8/31/2028	0.00	8,750.00	8,750.00
02/29/2024	Interest	91282CCW9	480,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	1,800.00	1,800.00
02/29/2024	Interest	91282CFH9	1,950,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	30,468.75	30,468.75
02/29/2024	Interest	91282CGP0	2,500,000.00	US Treasury Note 4% Due 2/29/2028	0.00	50,000.00	50,000.00
FEB 2024					**300,277.43**	**197,980.10**	**498,257.53**
03/01/2024	Interest	74456QBX3	1,200,000.00	Public Service El & Gas CAllable Note Cont 6/1/2028 3.65% Due 9/1/2028	0.00	21,900.00	21,900.00
03/03/2024	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
03/08/2024	Interest	3130AWTR1	2,000,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	52,013.89	52,013.89
03/09/2024	Interest	57636QAW4	595,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	14,503.13	14,503.13
03/11/2024	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
03/15/2024	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
03/15/2024	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
03/15/2024	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
03/15/2024	Interest	74340XBX8	500,000.00	Prologis LP Callable Note Cont 6/15/28 4% Due 9/15/2028	0.00	10,000.00	10,000.00

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03/15/2024	Interest	91282CED9	2,150,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	18,812.50	18,812.50
03/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,677.83	79.28	11,757.11
03/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,673.66	670.67	28,344.33
03/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,631.68	88.11	15,719.79
03/15/2024	Paydown	89240BAC2	139,036.11	Toyota Auto Receivables Owners 2021-A A3 0.26% Due 5/15/2025	46,360.44	10.04	46,370.48
03/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,362.57	102.31	14,464.88
03/15/2024	Paydown	44933LAC7	115,680.89	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	23,136.17	21.99	23,158.16
03/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
03/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
03/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,554.89	155.20	9,710.09
03/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,273.65	83.17	11,356.82
03/17/2024	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
03/20/2024	Paydown	36265MAC9	250,466.77	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	62,753.03	199.15	62,952.18
03/21/2024	Paydown	43813GAC5	38,251.36	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	12,753.53	2.87	12,756.40
03/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,158.96	133.57	15,292.53
03/23/2024	Interest	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	3,384.38	3,384.38
03/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
03/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
03/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,222.13	2,222.13
03/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
03/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
03/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
03/25/2024	Paydown	05601XAC3	78,000.94	BMW Vehicle Lease Trust 2022-1 A3 1.1% Due 3/25/2025	26,114.11	23.94	26,138.05
03/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
03/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
03/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
03/31/2024	Interest	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	12,337.50	12,337.50
03/31/2024	Interest	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	2,375.00	2,375.00
MAR 2024					**276,450.52**	**223,639.89**	**500,090.41**
04/15/2024	Interest	3135G0W66	1,755,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	14,259.38	14,259.38
04/15/2024	Paydown	44933LAC7	115,680.89	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	23,143.69	14.66	23,158.35
04/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
04/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,794.96	627.31	28,422.27

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04/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,633.12	81.33	15,714.45
04/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
04/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,679.78	72.08	11,751.86
04/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,371.07	93.81	14,464.88
04/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,596.78	145.16	9,741.94
04/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,276.28	76.78	11,353.06
04/20/2024	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
04/20/2024	Interest	61747YER2	750,000.00	Morgan Stanley Callable Note Cont 4/20/2027 4.21% Due 4/20/2028	0.00	15,787.50	15,787.50
04/20/2024	Paydown	36265MAC9	250,466.77	GM Financial Auto Lease Trust 2022-1 A3 1.9% Due 3/20/2025	63,028.10	99.79	63,127.89
04/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,162.50	122.45	15,284.95
04/22/2024	Interest	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,718.75	4,718.75
04/22/2024	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
04/23/2024	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
04/25/2024	Interest	3133EPGW9	1,250,000.00	FFCB Note 3.875% Due 4/25/2028	0.00	24,218.75	24,218.75
04/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,222.13	2,222.13
04/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
04/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
04/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
04/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
04/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
04/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
04/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
04/28/2024	Interest	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
04/28/2024	Interest	6174468Q5	500,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	5,470.00	5,470.00
04/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
04/30/2024	Interest	91282CJF9	600,000.00	US Treasury Note 4.875% Due 10/31/2028	0.00	14,625.00	14,625.00
04/30/2024	Interest	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	0.00	16,875.00	16,875.00
04/30/2024	Interest	91282CAT8	1,900,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	2,375.00	2,375.00
APR 2024					**191,686.28**	**166,145.30**	**357,831.58**
05/01/2024	Interest	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	7,640.50	7,640.50
05/07/2024	Interest	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	4,562.50	4,562.50
05/10/2024	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
05/12/2024	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

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05/15/2024	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
05/15/2024	Interest	91282CEQ0	500,000.00	US Treasury Note 2.75% Due 5/15/2025	0.00	6,875.00	6,875.00
05/15/2024	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
05/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	27,916.79	583.77	28,500.56
05/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
05/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
05/15/2024	Paydown	44933LAC7	115,680.89	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	23,151.22	7.33	23,158.55
05/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,634.54	74.56	15,709.10
05/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,681.72	64.88	11,746.60
05/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,379.57	85.31	14,464.88
05/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,278.91	70.39	11,349.30
05/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,638.84	135.09	9,773.93
05/18/2024	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
05/18/2024	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
05/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,166.04	111.33	15,277.37
05/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
05/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
05/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,222.13	2,222.13
05/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
05/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
05/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
05/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
05/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
05/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
05/31/2024	Interest	91282CAZ4	1,350,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	2,531.25	2,531.25
05/31/2024	Interest	91282CHE4	2,425,000.00	US Treasury Note 3.625% Due 5/31/2028	0.00	43,953.13	43,953.13
05/31/2024	Interest	91282CJN2	625,000.00	US Treasury Note 4.375% Due 11/30/2028	0.00	13,671.88	13,671.88
MAY 2024					**128,847.63**	**166,853.86**	**295,701.49**
06/01/2024	Call	46647PCH7	985,000.00	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 6/1/2025	985,000.00	4,058.20	989,058.20
06/01/2024	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
06/08/2024	Interest	89115A2C5	1,100,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	22,594.00	22,594.00
06/08/2024	Interest	3133EPME2	850,000.00	FFCB Note 3.875% Due 6/8/2028	0.00	16,468.75	16,468.75

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06/15/2024	Interest	74340XCG4	575,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	0.00	14,015.63	14,015.63
06/15/2024	Interest	756109BS2	1,000,000.00	Realty Income Corp Callable Note Cont. 11/15/2028 4.7% Due 12/15/2028	0.00	23,500.00	23,500.00
06/15/2024	Interest	91324PDP4	650,000.00	United Health Group Inc Note 3.875% Due 12/15/2028	0.00	12,593.75	12,593.75
06/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,683.68	57.67	11,741.35
06/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,635.98	67.78	15,703.76
06/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	0.00	2,290.50	2,290.50
06/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
06/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	28,039.16	540.03	28,579.19
06/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,388.08	76.80	14,464.88
06/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,281.54	64.00	11,345.54
06/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,681.09	124.97	9,806.06
06/17/2024	Interest	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	4,500.00	4,500.00
06/18/2024	Interest	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	5,596.88	5,596.88
06/19/2024	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
06/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,169.57	100.21	15,269.78
06/23/2024	Call	46647PCK0	470,000.00	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 6/23/2025	470,000.01	2,277.15	472,277.16
06/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
06/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,222.13	2,222.13
06/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
06/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
06/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
06/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
06/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
06/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
06/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
06/30/2024	Interest	91282CGC9	700,000.00	US Treasury Note 3.875% Due 12/31/2027	0.00	13,562.50	13,562.50
06/30/2024	Interest	91282CEW7	2,250,000.00	US Treasury Note 3.25% Due 6/30/2027	0.00	36,562.50	36,562.50
JUN 2024					**1,560,879.11**	**212,040.52**	**1,772,919.63**
07/07/2024	Interest	3135G0X24	1,875,000.00	FNMA Note 1.625% Due 1/7/2025	0.00	15,234.38	15,234.38
07/13/2024	Interest	89236TJT3	810,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/13/2025	0.00	5,872.50	5,872.50
07/14/2024	Interest	24422EXB0	935,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	23,141.25	23,141.25
07/15/2024	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
07/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,396.59	68.29	14,464.88

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07/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
07/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	28,162.07	496.10	28,658.17
07/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	21,957.14	2,290.50	24,247.64
07/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,685.62	50.47	11,736.09
07/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,637.41	61.01	15,698.42
07/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,723.53	114.80	9,838.33
07/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,284.18	57.60	11,341.78
07/21/2024	Interest	3137EAEU9	1,800,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	3,375.01	3,375.01
07/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,173.11	89.09	15,262.20
07/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	0.00	2,222.13	2,222.13
07/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
07/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
07/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
07/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
07/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
07/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
07/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
07/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
07/31/2024	Interest	91282CFB2	600,000.00	US Treasury Note 2.75% Due 7/31/2027	0.00	8,250.00	8,250.00
07/31/2024	Interest	91282CGH8	2,500,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	43,750.00	43,750.00
JUL 2024					**128,019.65**	**142,253.69**	**270,273.34**
08/01/2024	Interest	78016HZS2	650,000.00	ROYAL BANK OF CANADA Note 5.2% Due 8/1/2028	0.00	16,900.00	16,900.00
08/05/2024	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
08/12/2024	Interest	3137EAEP0	1,920,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	14,400.00	14,400.00
08/15/2024	Maturity	912828D56	1,500,000.00	US Treasury Note 2.375% Due 8/15/2024	1,500,000.00	17,812.50	1,517,812.50
08/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,687.57	43.26	11,730.83
08/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,405.11	59.77	14,464.88
08/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	22,003.61	2,197.37	24,200.98
08/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
08/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	28,285.51	451.98	28,737.49
08/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,638.85	54.23	15,693.08
08/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,286.81	51.21	11,338.02
08/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,766.15	104.59	9,870.74

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08/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,176.65	77.96	15,254.61
08/25/2024	Interest	3135G05X7	1,800,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	3,375.00	3,375.00
08/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
08/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
08/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
08/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
08/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
08/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
08/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	279,363.40	2,222.13	281,585.53
08/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
08/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
08/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
08/31/2024	Interest	91282CGP0	2,500,000.00	US Treasury Note 4% Due 2/29/2028	0.00	50,000.00	50,000.00
08/31/2024	Interest	912828ZC7	2,000,000.00	US Treasury Note 1.125% Due 2/28/2025	0.00	11,250.00	11,250.00
08/31/2024	Interest	91282CHX2	400,000.00	US Treasury Note 4.375% Due 8/31/2028	0.00	8,750.00	8,750.00
08/31/2024	Interest	91282CCW9	480,000.00	US Treasury Note 0.75% Due 8/31/2026	0.00	1,800.00	1,800.00
08/31/2024	Interest	91282CFH9	1,950,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	30,468.75	30,468.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
AUG 2024					**1,907,613.66**	**195,883.06**	**2,103,496.72**
09/01/2024	Interest	74456QBX3	1,200,000.00	Public Service El & Gas CAllable Note Cont 6/1/2028 3.65% Due 9/1/2028	0.00	21,900.00	21,900.00
09/03/2024	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
09/08/2024	Interest	3130AWTR1	2,000,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	43,750.00	43,750.00
09/09/2024	Interest	57636QAW4	595,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	14,503.13	14,503.13
09/11/2024	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
09/15/2024	Interest	00440EAS6	1,250,000.00	Chubb INA Holdings Inc Note 3.15% Due 3/15/2025	0.00	19,687.50	19,687.50
09/15/2024	Interest	06368FAC3	500,000.00	Bank of Montreal Note 1.25% Due 9/15/2026	0.00	3,125.00	3,125.00
09/15/2024	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
09/15/2024	Interest	91282CED9	2,150,000.00	US Treasury Note 1.75% Due 3/15/2025	0.00	18,812.50	18,812.50
09/15/2024	Interest	74340XBX8	500,000.00	Prologis LP Callable Note Cont 6/15/28 4% Due 9/15/2028	0.00	10,000.00	10,000.00
09/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	22,050.19	2,104.03	24,154.22
09/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,689.52	36.05	11,725.57
09/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,413.64	51.24	14,464.88
09/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,640.27	47.46	15,687.73
09/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
09/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	28,409.50	407.67	28,817.17

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09/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,289.45	44.81	11,334.26
09/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,808.95	94.34	9,903.29
09/17/2024	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
09/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,180.20	66.83	15,247.03
09/23/2024	Interest	3137EAEX3	1,805,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	3,384.38	3,384.38
09/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	280,306.01	1,483.92	281,789.93
09/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
09/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
09/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
09/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
09/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
09/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
09/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
09/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
09/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
09/30/2024	Interest	91282CAM3	1,900,000.00	US Treasury Note 0.25% Due 9/30/2025	0.00	2,375.00	2,375.00
09/30/2024	Interest	91282CCZ2	2,820,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	12,337.50	12,337.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
SEP 2024					**408,787.73**	**213,629.42**	**622,417.15**
10/15/2024	Maturity	3135G0W66	1,755,000.00	FNMA Note 1.625% Due 10/15/2024	1,755,000.00	14,259.38	1,769,259.38
10/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	28,534.03	363.16	28,897.19
10/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,422.16	42.72	14,464.88
10/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
10/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,691.46	28.85	11,720.31
10/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,641.71	40.68	15,682.39
10/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	22,096.86	2,010.50	24,107.36
10/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,851.95	84.04	9,935.99
10/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,292.07	38.42	11,330.49
10/20/2024	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
10/20/2024	Interest	61747YER2	750,000.00	Morgan Stanley Callable Note Cont 4/20/2027 4.21% Due 4/20/2028	0.00	15,787.50	15,787.50
10/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,183.74	55.70	15,239.44
10/22/2024	Interest	3135G03U5	1,510,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,718.75	4,718.75
10/22/2024	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
10/23/2024	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
10/25/2024	Interest	3133EPGW9	1,250,000.00	FFCB Note 3.875% Due 4/25/2028	0.00	24,218.75	24,218.75

Cash Flow Report

As of December 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
10/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
10/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
10/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
10/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
10/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
10/25/2024	Paydown	3137BFE98	840,921.22	FHLMC K041 A2 3.171% Due 10/25/2024	281,251.81	743.21	281,995.02
10/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
10/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
10/28/2024	Interest	459058JL8	945,000.00	Intl. Bank Recon & Development Note 0.5% Due 10/28/2025	0.00	2,362.50	2,362.50
10/28/2024	Interest	6174468Q5	500,000.00	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 4/28/2026	0.00	5,470.00	5,470.00
10/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
10/31/2024	Interest	91282CAT8	1,900,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	2,375.00	2,375.00
10/31/2024	Interest	91282CJF9	600,000.00	US Treasury Note 4.875% Due 10/31/2028	0.00	14,625.00	14,625.00
10/31/2024	Maturity	9128283D0	1,500,000.00	US Treasury Note 2.25% Due 10/31/2024	1,500,000.00	16,875.00	1,516,875.00
OCT 2024					**3,664,965.79**	**163,706.58**	**3,828,672.37**
11/01/2024	Interest	06367WB85	826,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	7,640.50	7,640.50

Cash Flow Report

As of December 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/07/2024	Interest	3135G06G3	1,825,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	4,562.50	4,562.50
11/10/2024	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
11/12/2024	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
11/15/2024	Interest	91282CEQ0	500,000.00	US Treasury Note 2.75% Due 5/15/2025	0.00	6,875.00	6,875.00
11/15/2024	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
11/15/2024	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
11/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	22,143.63	1,916.78	24,060.41
11/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
11/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	28,659.10	318.46	28,977.56
11/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,430.70	34.18	14,464.88
11/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,643.15	33.90	15,677.05
11/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,693.41	21.64	11,715.05
11/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,895.14	73.69	9,968.83
11/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,294.71	32.02	11,326.73
11/18/2024	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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/18/2024	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
11/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,187.28	44.56	15,231.84
11/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
11/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
11/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
11/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	0.00	1,941.92	1,941.92
11/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
11/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
11/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38
11/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
11/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
11/30/2024	Interest	91282CAZ4	1,350,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	2,531.25	2,531.25
11/30/2024	Interest	91282CJN2	625,000.00	US Treasury Note 4.375% Due 11/30/2028	0.00	13,671.88	13,671.88
11/30/2024	Interest	91282CHE4	2,425,000.00	US Treasury Note 3.625% Due 5/31/2028	0.00	43,953.13	43,953.13
NOV 2024					**128,947.12**	**163,683.80**	**292,630.92**
12/01/2024	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
12/08/2024	Interest	89115A2C5	1,100,000.00	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	0.00	22,594.00	22,594.00

Cash Flow Report

As of December 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/08/2024	Interest	3133EPME2	850,000.00	FFCB Note 3.875% Due 6/8/2028	0.00	16,468.75	16,468.75
12/15/2024	Interest	74340XCG4	575,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	0.00	14,015.63	14,015.63
12/15/2024	Interest	756109BS2	1,000,000.00	Realty Income Corp Callable Note Cont. 11/15/2028 4.7% Due 12/15/2028	0.00	23,500.00	23,500.00
12/15/2024	Interest	91324PDP4	650,000.00	United Health Group Inc Note 3.875% Due 12/15/2028	0.00	12,593.75	12,593.75
12/15/2024	Paydown	161571HT4	965,000.00	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	0.00	4,149.50	4,149.50
12/15/2024	Paydown	43815BAC4	483,072.30	Honda Auto Receivables Trust 2022-1 A3 1.88% Due 5/15/2026	28,784.72	273.56	29,058.28
12/15/2024	Paydown	47789QAC4	234,582.69	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	15,644.58	27.12	15,671.70
12/15/2024	Paydown	47800BAC2	540,000.00	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	22,190.50	1,822.85	24,013.35
12/15/2024	Paydown	89238JAC9	201,612.54	Toyota Auto Receivables Trust 2021-D A3 0.71% Due 4/15/2026	14,439.24	25.64	14,464.88
12/15/2024	Paydown	44935FAD6	151,913.10	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	11,695.36	14.43	11,709.79
12/16/2024	Paydown	380146AC4	166,790.55	GM Financial Auto Receivables 2022-1 A3 1.26% Due 11/16/2026	9,938.51	63.30	10,001.81
12/16/2024	Paydown	362554AC1	169,302.22	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	11,297.34	25.62	11,322.96
12/17/2024	Interest	3135G04Z3	1,800,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	4,500.00	4,500.00
12/18/2024	Interest	89236TJK2	995,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.00	5,596.88	5,596.88
12/19/2024	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
12/21/2024	Paydown	43815GAC3	212,448.44	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	15,190.82	33.43	15,224.25
12/25/2024	Paydown	3137BQYS0	570,000.00	FHLMC K056 A2 2.525% Due 5/25/2026	0.00	1,199.38	1,199.38

Cash Flow Report

As of December 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2024	Paydown	3137BXQY1	1,000,000.00	FHLMC K064 A2 3.224% Due 3/25/2027	0.00	2,686.67	2,686.67
12/25/2024	Paydown	3137BKRJ1	700,000.00	FHLMC K047 A2 3.329% Due 5/25/2025	115,773.72	1,941.92	117,715.64
12/25/2024	Paydown	3137BNGT5	1,000,000.00	FHLMC K054 A2 2.745% Due 1/25/2026	0.00	2,287.50	2,287.50
12/25/2024	Paydown	3137FETN0	1,500,000.00	FHLMC K073 A2 3.35% Due 1/25/2028	0.00	4,187.50	4,187.50
12/25/2024	Paydown	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due 11/25/2027	0.00	5,476.67	5,476.67
12/25/2024	Paydown	3137FGR31	1,300,000.00	FHLMC K078 A2 3.854% Due 6/25/2028	0.00	4,175.17	4,175.17
12/25/2024	Paydown	3137FJKE8	600,000.00	FHLMC K082 A2 3.92% Due 9/25/2028	0.00	1,960.00	1,960.00
12/28/2024	Paydown	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due 4/25/2028	0.00	3,900.00	3,900.00
DEC 2024					**244,954.79**	**152,322.03**	**397,276.82**
TOTAL					**9,243,065.43**	**2,161,231.22**	**11,404,296.65**

Book Value Report

As of December 31, 2023

MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	$3,804,052.42	$2,299,321.68	$539,971.88	$964,758.86	$3,804,052.42
Agency	$20,193,629.02	$1,756,783.45	$14,329,170.42	$4,107,675.15	$20,193,629.02
CMO	$10,578,649.07	$855,678.36	$2,309,348.77	$7,413,621.94	$10,578,649.07
Corporate	$24,781,896.94	$470,046.65	$7,100,079.98	$17,211,770.31	$24,781,896.94
Money Market Fund	$61,157.40	$61,157.40	$0.00	$0.00	$61,157.40
Supranational	$2,855,360.88	$0.00	$944,395.59	$1,910,965.29	$2,855,360.88
US Treasury	$30,513,073.06	$3,021,207.91	$9,759,665.53	$17,732,199.62	$30,513,073.06
TOTAL	**$92,787,818.79**	**$8,464,195.45**	**$34,982,632.17**	**$49,340,991.17**	**$92,787,818.79**

Important Disclosures

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

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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 1-5 Yr US Treasury & Agency Index*	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. 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.
ICE BofA US Issuers 1-5 Yr AAA-A US Corp/Govt Idx	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.

City of Brea Liquidity - Account #11150

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

Chandler Team:
For questions about your account, please call (800) 317-4747,
or contact **operations@chandlerasset.com**

Custodian
Bank of New York Mellon
Lauren Dehner
(904) 645-1918

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

Portfolio Summary

As of December 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.44
Average Coupon	5.02%
Average Purchase YTM	5.23%
Average Market YTM	5.23%
Average S&P/Moody Rating	AAA/Aaa
Average Final Maturity	0.45 yrs
Average Life	0.00 yrs

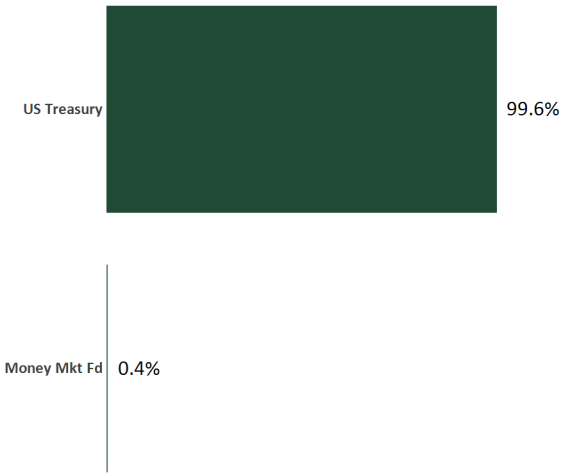
ACCOUNT SUMMARY

	Beg. Values as of 11/30/23	End Values as of 12/31/23
Market Value	2,000,000	2,001,132
Accrued Interest	1,145	10,016
Total Market Value	**2,001,145**	**2,011,148**
Income Earned	1,145	10,003
Cont/WD		0
Par	2,056,945	2,058,078
Book Value	2,000,000	2,001,132
Cost Value	2,000,000	2,001,132

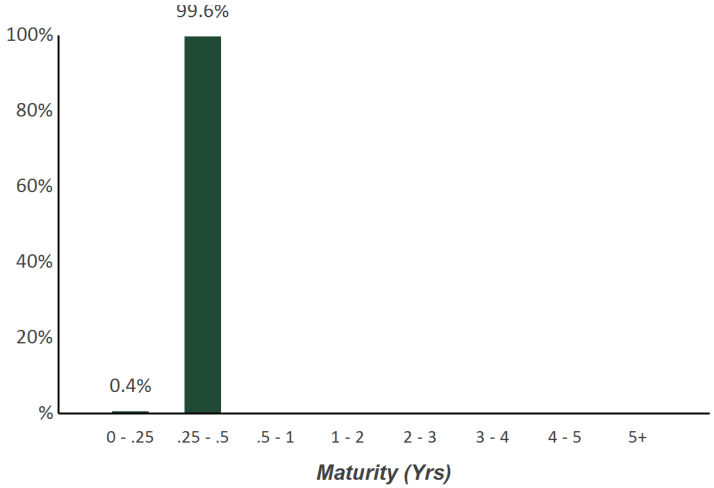
TOP ISSUERS

Government of United States	99.6%
Fidelity Institutional Treasury	0.4%
Total	**100.0%**

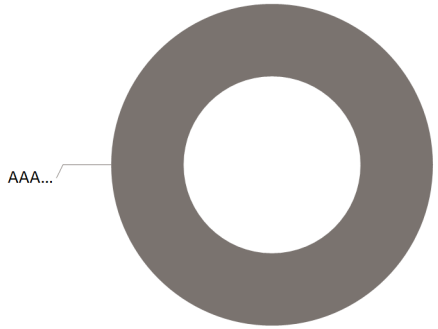
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Reconciliation Summary

As of December 31, 2023

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		**$2,000,000.00**
Acquisition		
+ Security Purchases	$0.00	
+ Money Market Fund Purchases	$1,132.40	
+ Money Market Contributions	$0.00	
+ Security Contributions	$0.00	
+ Security Transfers	$0.00	
Total Acquisitions		**$1,132.40**
Dispositions		
- 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**
Amortization/Accretion		
+/- Net Accretion	$0.00	
		$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	$0.00	
		$0.00
ENDING BOOK VALUE		**$2,001,132.40**

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		**$6,945.29**
Acquisition		
Contributions	$0.00	
Security Sale Proceeds	$0.00	
Accrued Interest Received	$0.00	
Interest Received	$0.00	
Dividend Received	$1,132.40	
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	**$1,132.40**	
Dispositions		
Withdrawals	$0.00	
Security Purchase	$0.00	
Accrued Interest Paid	$0.00	
Total Dispositions	**$0.00**	
ENDING BOOK VALUE		**$8,077.69**

Holdings Report

As of December 31, 2023

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									
316175884	Fidelity Institutional Money Market Fund 696	8,077.69	Various 4.97%	8,077.69 8,077.69	1.00 4.97%	8,077.69 0.00	0.40% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund		**8,077.69**	**4.97%**	**8,077.69** **8,077.69**	**4.97%**	**8,077.69** **0.00**	**0.40%** **0.00**	**Aaa / AAA** **NR**	**0.00** **0.00**
US TREASURY									
912797FS1	US Treasury Bill 5.025% Due 6/13/2024	2,050,000.00	11/24/2023 5.23%	1,993,054.71 1,993,054.71	97.22 5.23%	1,993,054.71 10,015.50	99.60% 0.00	P-1 / A-1+ F-1+	0.45 0.44
Total US Treasury		**2,050,000.00**	**5.23%**	**1,993,054.71** **1,993,054.71**	**5.23%**	**1,993,054.71** **10,015.50**	**99.60%** **0.00**	**P-1 / A-1+** **F-1+**	**0.45** **0.44**
TOTAL PORTFOLIO		**2,058,077.69**	**5.23%**	**2,001,132.40** **2,001,132.40**	**5.23%**	**2,001,132.40** **10,015.50**	**100.00%** **0.00**	**Aaa / AAA** **AAA**	**0.45** **0.44**
TOTAL MARKET VALUE PLUS ACCRUED						**2,011,147.90**			

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/04/2023	316175884	1,132.40	Fidelity Institutional Money Market Fund 696	1.000	4.97%	1,132.40	0.00	1,132.40	0.00
Subtotal			**1,132.40**				**1,132.40**	**0.00**	**1,132.40**	**0.00**
TOTAL ACQUISITIONS			**1,132.40**				**1,132.40**	**0.00**	**1,132.40**	**0.00**
OTHER TRANSACTIONS										
Dividend	12/04/2023	316175884	38,882.37	Fidelity Institutional Money Market Fund 696	0.000		1,132.40	0.00	1,132.40	0.00
Subtotal			**38,882.37**				**1,132.40**	**0.00**	**1,132.40**	**0.00**
TOTAL OTHER TRANSACTIONS			**38,882.37**				**1,132.40**	**0.00**	**1,132.40**	**0.00**

Income Earned

As of December 31, 2023

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						
316175884	Fidelity Institutional Money Market Fund 696	Various Various 8,077.69	6,945.29 1,132.40 0.00 8,077.69	0.00 1,132.40 0.00 1,132.40	0.00 0.00 0.00 1,132.40	1,132.40
912797FS1	US Treasury Bill 5.025% Due 06/13/2024	11/24/2023 11/27/2023 2,050,000.00	1,993,054.71 0.00 0.00 1,993,054.71	1,144.63 0.00 10,015.50 8,870.87	0.00 0.00 0.00 8,870.87	8,870.87
Total Cash & Equivalent		**2,058,077.69**	**2,000,000.00** **1,132.40** **0.00** **2,001,132.40**	**1,144.63** **1,132.40** **10,015.50** **10,003.27**	**0.00** **0.00** **0.00** **10,003.27**	**10,003.27**
TOTAL PORTFOLIO		**2,058,077.69**	**2,000,000.00** **1,132.40** **0.00** **2,001,132.40**	**1,144.63** **1,132.40** **10,015.50** **10,003.27**	**0.00** **0.00** **0.00** **10,003.27**	**10,003.27**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/13/2024	Maturity	912797FS1	2,050,000.00	US Treasury Bill 5.025% Due 6/13/2024	1,993,054.71	56,945.29	2,050,000.00
JUN 2024					**1,993,054.71**	**56,945.29**	**2,050,000.00**
TOTAL					**1,993,054.71**	**56,945.29**	**2,050,000.00**

MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
Money Market Fund	$8,077.69	$8,077.69	$0.00	$0.00	$8,077.69
US Treasury	$1,993,054.71	$1,993,054.71	$0.00	$0.00	$1,993,054.71
TOTAL	**$2,001,132.40**	**$2,001,132.40**	**$0.00**	**$0.00**	**$2,001,132.40**

Important Disclosures

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

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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.

00195801
30- -01-B -62 -005-01
0102 -19-02877-01

Account Number: 6746050800
PARS/CITY OF BREA 115 POST
EMPLOYMENT BENEFIT TRUST PENSION

This statement is for the period from December 1, 2023 to December 31, 2023

Questions?
If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
BETH BERGMAN
3121 MICHELSON DR
3RD FL
IRVINE CA 92612
Phone: 949-224-7207
E-mail: beth.bergman@usbank.com

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CITY OF BREA
ATTN.: CITY MANAGER
1 CIVIC CENTER CIRCLE
BREA, CA 92821-5792

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MARKET AND COST RECONCILIATION

	12/31/2023 MARKET	12/31/2023 BOOK VALUE
Beginning Market And Cost	**10,548,952.05**	**9,587,075.69**
Investment Activity		
Interest	11,522.78	11,522.78
Dividends	49,489.98	49,489.98
Realized Gain/Loss	178,756.46	178,756.46
Change In Unrealized Gain/Loss	277,103.19	.00
Net Accrued Income (Current-Prior)	2,915.21	2,915.21
Other Earnings	3.56	3.56
Total Investment Activity	**519,791.18**	**242,687.99**
Plan Expenses		
Trust Fees	- 2,559.68	- 2,559.68
Total Plan Expenses	**- 2,559.68**	**- 2,559.68**
Other Activity		
Transfers To Checking Account	- 2,174.83	- 2,174.83
Total Other Activity	**- 2,174.83**	**- 2,174.83**
Net Change In Market And Cost	**515,056.67**	**237,953.48**
Ending Market And Cost	**11,064,008.72**	**9,825,029.17**

CASH RECONCILIATION

Beginning Cash	**13,490.90**
Investment Activity	
Interest	11,522.78
Dividends	49,489.98
Cash Equivalent Purchases	- 506,701.82
U S Government Issues Purchases	- 521,786.84
Corporate Issues Purchases	- 12,974.85
Mutual Fund Purchases	- 260,593.71
Cash Equivalent Sales	329,899.39
U S Government Issues Sales	332,623.18
Corporate Issues Sales	66,545.90
Foreign Issues Sales	14,581.00
Mutual Fund Sales	488,635.04
Other Earnings	3.56
Total Investment Activity	**- 8,756.39**
Plan Expenses	
Trust Fees	- 2,559.68
Total Plan Expenses	**- 2,559.68**
Other Activity	
Transfers To Checking Account	- 2,174.83
Total Other Activity	**- 2,174.83**
Net Change In Cash	**- 13,490.90**
Ending Cash	**.00**

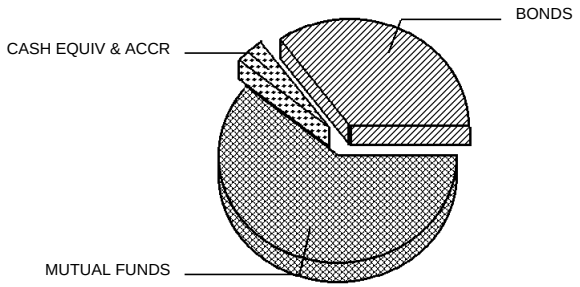
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0102 -19-02877-01

PARS/CITY OF BREA 115P PEN
ACCOUNT 6746050800

Period from December 1, 2023 to December 31, 2023

ASSET SUMMARY

ASSETS	12/31/2023 MARKET	12/31/2023 BOOK VALUE	% OF MARKET
Cash And Equivalents	342,086.34	342,086.34	3.09
U.S. Government Issues	2,451,121.81	2,331,123.98	22.15
Corporate Issues	1,361,767.04	1,295,759.57	12.31
Foreign Issues	70,507.23	69,282.32	0.64
Mutual Funds-Equity	6,482,235.36	5,432,714.57	58.59
Mutual Funds-Fixed Income	327,774.72	325,546.17	2.96
Total Assets	**11,035,492.50**	**9,796,512.95**	**99.74**
Accrued Income	28,516.22	28,516.22	0.26
Grand Total	**11,064,008.72**	**9,825,029.17**	**100.00**



Estimated Annual Income **288,559.96**

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.

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 X 31846V336 Asset Minor Code 1	342,086.340	342,086.34 1.0000	342,086.34	.00 .00	843.12	5.28
Total Money Markets	**342,086.340**	**342,086.34**	**342,086.34**	**.00** **.00**	**843.12**	**5.27**
Total Cash And Equivalents	**342,086.340**	**342,086.34**	**342,086.34**	**.00** **.00**	**843.12**	**5.27**
US Government Issues						
F H L M C #Sd8237 4.000% 7/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 3132DWEJ8 Asset Minor Code 24	419,859.630	397,128.43 94.5860	373,215.84	23,912.59 15,667.05	1,399.53	4.23
F H L M C #Sd8244 4.000% 9/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 3132DWER0 Asset Minor Code 24	75,000.170	70,937.41 94.5830	70,347.81	589.60 589.60	250.00	4.23
F H L M C #Sd8288 5.000% 12/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 3132DWF57 Asset Minor Code 24	377,741.080	373,842.79 98.9680	357,083.37	16,759.42 10,246.21	1,573.92	5.05
F N M A #Ma4838 3.500% 11/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 31418ELU2 Asset Minor Code 24	430,292.310	394,758.77 91.7420	368,706.73	26,052.04 17,268.38	1,255.02	3.82

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
F N M A #Ma4867 4.500% 12/01/52 Standard & Poors Rating: N/A Moodys Rating: N/A 31418EMR8 Asset Minor Code 24	287,284.850	278,568.63 96.9660	263,718.51	14,850.12 9,449.79	1,077.32	4.64
U S Treasury Bd 3.625% 5/15/53 Standard & Poors Rating: N/A Moodys Rating: Aaa 912810TR9 Asset Minor Code 21	50,000.000	46,226.50 92.4530	41,119.14	5,107.36 1,986.64	234.03	3.92
U S Treasury Bd 4.000% 8/15/53 Standard & Poors Rating: N/A Moodys Rating: Aaa 912810TT5 Asset Minor Code 21	78,000.000	78,840.84 101.0780	74,746.01	4,094.83 2,964.85	1,178.48	3.96
U S Treasury Bd 4.500% 8/15/43 Standard & Poors Rating: N/A Moodys Rating: Aaa 912810TU2 Asset Minor Code 21	250,000.000	255,195.00 102.0780	232,812.50	22,382.50 15,514.10	4,249.32	4.41
U S Treasury Nt 4.000% 8/15/33 Standard & Poors Rating: N/A Moodys Rating: Aaa 91282CHT1 Asset Minor Code 21	.000	.00 99.8750	.00	.00 - 662.75	.00	0.00
U S Treasury Nt 5.000% 10/31/25 Standard & Poors Rating: N/A Moodys Rating: Aaa 91282CJE2 Asset Minor Code 21	280,000.000	283,194.80 101.1410	280,895.32	2,299.48 1,926.40	2,384.62	4.94
U S Treasury Nt 4.875% 10/31/30 Standard & Poors Rating: N/A Moodys Rating: Aaa 91282CJG7 Asset Minor Code 21	.000	.00 105.7660	.00	.00 8.75	.00	0.00

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 4.750% 11/15/33 Standard & Poors Rating: N/A Moodys Rating: Aaa 91282CJJ1 Asset Minor Code 21	221,000.000	232,014.64 104.9840	228,360.00	3,654.64 3,003.31	1,355.45	4.52
U S Treasury Nt 4.875% 11/30/25 Standard & Poors Rating: N/A Moodys Rating: Aaa 91282CJL6 Asset Minor Code 21	40,000.000	40,414.00 101.0350	40,118.75	295.25 295.25	167.92	4.83
Total US Government Issues	**2,509,178.040**	**2,451,121.81**	**2,331,123.98**	**119,997.83** **78,257.58**	**15,125.61**	**4.45**

Corporate Issues

At T Inc 5.400% 2/15/34 Standard & Poors Rating: BBB Moodys Rating: Baa2 00206RMT6 Asset Minor Code 28	24,000.000	24,751.92 103.1330	22,920.23	1,831.69 1,029.60	489.60	5.24
American Honda Mtn 5.125% 7/07/28 Standard & Poors Rating: A- Moodys Rating: A3 02665WEM9 Asset Minor Code 28	18,000.000	18,511.02 102.8390	17,759.88	751.14 453.96	445.88	4.98
Amgen Inc 5.650% 3/02/53 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 031162DT4 Asset Minor Code 28	13,000.000	13,677.17 105.2090	11,941.41	1,735.76 857.48	242.79	5.37
Bmw Veh Owner Tr 3.440% 12/26/28 Standard & Poors Rating: AAA Moodys Rating: Aaa 05602RAE1 Asset Minor Code 31	100,000.000	97,507.00 97.5070	95,808.59	1,698.41 1,011.00	57.33	3.53

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Bank Of America Mtn 3.194% 7/23/30 Standard & Poors Rating: A- Moodys Rating: A1 06051GHV4 Asset Minor Code 28	20,000.000	18,134.20 90.6710	22,159.40	- 4,025.20 551.80	280.36	3.52
Bank Of Ny Mtn 0.500% 4/26/24 Standard & Poors Rating: A Moodys Rating: A1 06406RAS6 Asset Minor Code 28	35,000.000	34,442.10 98.4060	34,203.05	239.05 147.35	31.60	0.51
Berkshire Hathaway 3.850% 3/15/52 Standard & Poors Rating: AA Moodys Rating: Aa2 084664DB4 Asset Minor Code 28	24,000.000	20,053.44 83.5560	17,598.96	2,454.48 1,291.92	272.07	4.61
Black Hills Corp 1.037% 8/23/24 Standard & Poors Rating: BBB+ Moodys Rating: Baa2 092113AU3 Asset Minor Code 28	35,000.000	33,966.45 97.0470	33,628.35	338.10 175.35	129.05	1.07
Cvs Caremark 6.125% 9/15/39 Standard & Poors Rating: BBB Moodys Rating: Baa2 126650BR0 Asset Minor Code 28	5,000.000	5,310.00 106.2000	5,017.55	292.45 266.85	90.17	5.77
Cvs Health Corp 5.050% 3/25/48 Standard & Poors Rating: BBB Moodys Rating: Baa2 126650CZ1 Asset Minor Code 28	17,000.000	15,900.27 93.5310	13,872.00	2,028.27 997.56	228.93	5.40
Capital One Finl 5.817% 2/01/34 Standard & Poors Rating: BBB Moodys Rating: Baa1 14040HCY9 Asset Minor Code 28	16,000.000	15,922.08 99.5130	14,411.52	1,510.56 915.84	155.12	5.85

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Citigroup Inc Sub 6.174% 5/25/34 Standard & Poors Rating: BBB Moodys Rating: Baa2 17327CAR4 Asset Minor Code 28	20,000.000	20,695.60 103.4780	19,087.20	1,608.40 849.20	123.48	5.97
Commonwealth Edison 5.875% 2/01/33 Standard & Poors Rating: A Moodys Rating: A1 202795HG8 Asset Minor Code 28	20,000.000	21,140.80 105.7040	20,078.40	1,062.40 830.20	489.58	5.56
Consolidated Edison 5.700% 12/01/36 Standard & Poors Rating: A- Moodys Rating: A3 209111EQ2 Asset Minor Code 28	11,000.000	11,377.19 103.4290	10,346.93	1,030.26 534.93	52.25	5.51
Delta Air Lines 5.000% 12/10/29 Standard & Poors Rating: BBB+ Moodys Rating: A3 247361ZW1 Asset Minor Code 31	32,135.960	28,339.42 88.1860	27,797.61	541.81 351.68	93.73	5.67
Discovery 5.200% 9/20/47 Standard & Poors Rating: BBB- Moodys Rating: Baa3 25470DAT6 Asset Minor Code 28	19,000.000	16,368.50 86.1500	14,254.56	2,113.94 1,007.57	277.19	6.04
Electronic Arts Inc 2.950% 2/15/51 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 285512AF6 Asset Minor Code 28	29,000.000	20,505.61 70.7090	17,405.51	3,100.10 1,694.76	323.19	4.17
Energy Transfer L P 6.550% 12/01/33 Standard & Poors Rating: BBB Moodys Rating: Baa3 29273VAU4 Asset Minor Code 28	19,000.000	20,620.70 108.5300	19,229.52	1,391.18 744.80	103.71	6.04

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Entergy LLC 5.000% 9/01/33 Standard & Poors Rating: A Moodys Rating: A2 29366WAD8 Asset Minor Code 28	21,000.000	21,128.52 100.6120	19,642.35	1,486.17 873.81	350.00	4.97
Essential Utils Inc 3.351% 4/15/50 Standard & Poors Rating: A- Moodys Rating: Baa2 29670GAE2 Asset Minor Code 28	29,000.000	20,506.19 70.7110	17,855.88	2,650.31 1,543.09	205.16	4.74
Extra Space Storage 5.700% 4/01/28 Standard & Poors Rating: BBB+ Moodys Rating: Baa2 30225VAJ6 Asset Minor Code 28	18,000.000	18,448.02 102.4890	17,742.42	705.60 415.80	256.50	5.56
Fedex 2020 1 Class 1.875% 2/20/34 Standard & Poors Rating: AA- Moodys Rating: Aa3 314353AA1 Asset Minor Code 31	26,866.630	22,322.14 83.0850	21,195.35	1,126.79 515.30	183.31	2.26
Ford Cr Auto Owner 5.980% 6/15/28 Standard & Poors Rating: N/A Moodys Rating: Aaa 345295AF6 Asset Minor Code 31	45,000.000	45,820.35 101.8230	45,149.41	670.94 527.40	119.60	5.87
Ford Cr Aut Own Tr 0.490% 9/15/26 Standard & Poors Rating: AAA Moodys Rating: Aaa 34532NAD7 Asset Minor Code 31	75,000.000	71,626.50 95.5020	70,822.27	804.23 391.50	16.33	0.51
Gm Fin Atmbl Lease 5.160% 1/20/27 Standard & Poors Rating: AAA Moodys Rating: N/A 362541AE4 Asset Minor Code 31	30,000.000	29,980.50 99.9350	29,630.86	349.64 218.40	47.30	5.16

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Goldman Sachs 1.948% 10/21/27 Standard & Poors Rating: BBB+ Moodys Rating: A2 38141GYM0 Asset Minor Code 28	22,000.000	20,126.04 91.4820	19,460.54	665.50 370.26	83.33	2.13
Hormel Foods Corp 0.650% 6/03/24 Standard & Poors Rating: A- Moodys Rating: A1 440452AG5 Asset Minor Code 28	35,000.000	34,300.00 98.0000	34,012.65	287.35 152.60	17.69	0.66
Idaho Pwr Co 5.800% 4/01/54 Standard & Poors Rating: A- Moodys Rating: A2 45138LBJ1 Asset Minor Code 28	19,000.000	20,294.66 106.8140	17,849.55	2,445.11 1,415.69	336.72	5.43
Intuit Sr Nt 5.500% 9/15/53 Standard & Poors Rating: A- Moodys Rating: A3 46124HAH9 Asset Minor Code 28	.000	.00 109.3610	.00	.00 - 1,461.67	.00	0.00
Marsh McLennan Cos 5.700% 9/15/53 Standard & Poors Rating: A- Moodys Rating: A3 571748BV3 Asset Minor Code 28	18,000.000	19,560.60 108.6700	17,295.66	2,264.94 1,234.62	313.50	5.25
Mattel Inc 5.450% 11/01/41 Standard & Poors Rating: BBB- Moodys Rating: Baa3 577081AW2 Asset Minor Code 28	16,000.000	14,409.60 90.0600	12,916.16	1,493.44 744.00	145.33	6.05
Motorola Solutions 2.750% 5/24/31 Standard & Poors Rating: BBB- Moodys Rating: Baa2 620076BU2 Asset Minor Code 28	22,000.000	18,803.40 85.4700	17,486.48	1,316.92 694.98	62.18	3.22

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Nevada Power Co 6.000% 3/15/54 Standard & Poors Rating: A Moodys Rating: A2 641423CG1 Asset Minor Code 28	19,000.000	20,844.33 109.7070	18,213.59	2,630.74 1,556.29	335.67	5.47
Nextera Energy Cap 6.051% 3/01/25 Standard & Poors Rating: BBB+ Moodys Rating: Baa1 65339KBP4 Asset Minor Code 28	18,000.000	18,162.58 100.9032	18,018.18	144.40 98.61	90.76	6.00
Northern Tr Corp 6.125% 11/02/32 Standard & Poors Rating: A Moodys Rating: A2 665859AX2 Asset Minor Code 28	20,000.000	21,476.60 107.3830	19,867.80	1,608.80 865.60	200.76	5.70
Ovintiv Inc 6.250% 7/15/33 Standard & Poors Rating: BBB- Moodys Rating: Baa3 69047QAC6 Asset Minor Code 28	18,000.000	18,607.86 103.3770	17,490.42	1,117.44 664.02	659.38	6.05
Pacific Gas Elec Co 4.950% 7/01/50 Standard & Poors Rating: BBB- Moodys Rating: Baa3 694308JN8 Asset Minor Code 28	15,000.000	12,812.85 85.4190	12,974.85	- 162.00 - 162.00	371.25	5.79
Philip Morris Intl 5.375% 2/15/33 Standard & Poors Rating: A- Moodys Rating: A2 718172DB2 Asset Minor Code 28	.000	.00 102.5710	.00	.00 - 532.20	.00	0.00
Plains All Amer Pipe 4.300% 1/31/43 Standard & Poors Rating: BBB Moodys Rating: Baa3 72650RBC5 Asset Minor Code 28	28,000.000	22,227.24 79.3830	19,544.00	2,683.24 1,070.16	505.01	5.42

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Public Service Co 5.250% 4/01/53 Standard & Poors Rating: A Moodys Rating: A1 744448CY5 Asset Minor Code 28	20,000.000	19,907.80 99.5390	17,455.40	2,452.40 1,466.40	262.50	5.27
Public Storage 5.350% 8/01/53 Standard & Poors Rating: A Moodys Rating: A2 74460WAH0 Asset Minor Code 28	20,000.000	20,881.00 104.4050	17,968.40	2,912.60 1,646.80	460.69	5.12
Quest Diagnostics 6.400% 11/30/33 Standard & Poors Rating: BBB+ Moodys Rating: Baa2 74834LBD1 Asset Minor Code 28	.000	.00 110.9100	.00	.00 - 682.38	.00	0.00
Ssm Health Care Corp 4.894% 6/01/28 Standard & Poors Rating: A+ Moodys Rating: N/A 784710AC9 Asset Minor Code 28	18,000.000	18,000.72 100.0040	17,646.48	354.24 158.22	73.41	4.89
Salesforce Com Inc 0.625% 7/15/24 Standard & Poors Rating: A+ Moodys Rating: A2 79466LAG9 Asset Minor Code 28	35,000.000	34,117.65 97.4790	33,838.00	279.65 143.85	100.87	0.64
Schwab Charles Corp 6.196% 11/17/29 Standard & Poors Rating: A- Moodys Rating: A2 808513CJ2 Asset Minor Code 28	15,000.000	15,729.75 104.8650	15,000.00	729.75 504.30	113.59	5.91
Simon Ppty Group L P 6.250% 1/15/34 Standard & Poors Rating: A- Moodys Rating: A3 828807DW4 Asset Minor Code 28	.000	.00 108.6810	.00	.00 - 430.70	.00	0.00

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Southern Calif 5.875% 12/01/53 Standard & Poors Rating: A- Moodys Rating: A2 842400HX4 Asset Minor Code 28	19,000.000	20,426.52 107.5080	17,553.91	2,872.61 1,587.64	93.02	5.46
Southern Ca Gas Co 6.350% 11/15/52 Standard & Poors Rating: A+ Moodys Rating: Aa3 842434CX8 Asset Minor Code 28	18,000.000	20,580.12 114.3340	18,101.52	2,478.60 1,331.64	146.05	5.55
Sprint Capital Corp 8.750% 3/15/32 Standard & Poors Rating: BBB- Moodys Rating: Baa2 852060AT9 Asset Minor Code 28	15,000.000	18,513.90 123.4260	17,275.05	1,238.85 587.40	386.46	7.09
Suncor Energy Inc 5.950% 12/01/34 Standard & Poors Rating: BBB Moodys Rating: Baa1 867229AD8 Asset Minor Code 28	18,000.000	18,837.72 104.6540	17,308.80	1,528.92 919.08	89.25	5.69
Sysco Corp 5.750% 1/17/29 Standard & Poors Rating: BBB Moodys Rating: Baa1 871829BS5 Asset Minor Code 28	15,000.000	15,625.20 104.1680	14,970.00	655.20 337.50	105.42	5.52
Time Warner Cabl 7.300% 7/01/38 Standard & Poors Rating: BBB- Moodys Rating: Ba1 88732JAN8 Asset Minor Code 28	17,000.000	17,530.06 103.1180	16,402.11	1,127.95 525.47	620.50	7.08
Toyota Auto Rec 1.020% 3/15/27 Standard & Poors Rating: AAA Moodys Rating: N/A 89238JAD7 Asset Minor Code 31	50,000.000	46,707.50 93.4150	45,835.94	871.56 513.50	22.67	1.09

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
United Airlines 4.300% 2/15/27 Standard & Poors Rating: A- Moodys Rating: N/A 909319AA3 Asset Minor Code 31	30,428.840	29,486.15 96.9020	28,936.00	550.15 213.30	494.30	4.44
Wells Fargo Co Mtn 2.393% 6/02/28 Standard & Poors Rating: BBB+ Moodys Rating: A1 95000U2S1 Asset Minor Code 28	22,000.000	20,150.46 91.5930	19,447.12	703.34 379.94	42.41	2.61
Westar Energy Inc 3.100% 4/01/27 Standard & Poors Rating: A Moodys Rating: A2 95709TAP5 Asset Minor Code 28	19,000.000	18,044.68 94.9720	17,681.21	363.47 235.79	147.25	3.26
Weyerhaeuser Co 7.375% 3/15/32 Standard & Poors Rating: BBB Moodys Rating: Baa2 962166BR4 Asset Minor Code 28	16,000.000	18,567.36 116.0460	17,236.48	1,330.88 841.28	347.44	6.36
World Omni Aut Lea 5.570% 7/17/28 Standard & Poors Rating: N/A Moodys Rating: Aaa 981944AE1 Asset Minor Code 31	100,000.000	99,979.00 99.9790	98,414.06	1,564.94 904.00	247.56	5.57
Total Corporate Issues	**1,399,431.430**	**1,361,767.04**	**1,295,759.57**	**66,007.47** **36,091.14**	**11,939.20**	**4.24**

Foreign Issues

Bank Nova Scotia 0.700% 4/15/24 Standard & Poors Rating: A- Moodys Rating: A2 0641593X2 Asset Minor Code 35	35,000.000	34,525.05 98.6430	34,229.30	295.75 157.85	51.72	0.71

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Mizuho Financial 2.555% 9/13/25 Standard & Poors Rating: A- Moodys Rating: A1 60687YAZ2 Asset Minor Code 35	18,000.000	17,636.04 97.9780	17,473.14	162.90 108.90	137.97	2.61
Pfizer Investment 5.300% 5/19/53 Standard & Poors Rating: A Moodys Rating: A2 716973AG7 Asset Minor Code 35	.000	.00 102.0880	.00	.00 - 884.24	.00	0.00
Royal Bk Cda Mtn 5.200% 8/01/28 Standard & Poors Rating: A Moodys Rating: A1 78016HZS2 Asset Minor Code 35	18,000.000	18,346.14 101.9230	17,579.88	766.26 409.50	418.60	5.10
Total Foreign Issues	**71,000.000**	**70,507.23**	**69,282.32**	**1,224.91** **- 207.99**	**608.29**	**2.32**

Mutual Funds

Mutual Funds-Equity

Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	20,725.088	669,005.84 32.2800	538,563.83	130,442.01 7,520.30	.00	0.67
Dfa Large Cap Intl Port. 233203868 Asset Minor Code 98	17,953.167	473,065.95 26.3500	411,844.32	61,221.63 18,398.26	.00	3.24
Dodge Cox International Stock Fd I 256206103 Asset Minor Code 98	3,166.259	155,653.29 49.1600	127,681.00	27,972.29 3,381.67	.00	2.29
Dodge Cox Stock Fund I 256219106 Asset Minor Code 98	2,298.386	559,771.91 243.5500	419,320.53	140,451.38 20,179.83	.00	1.45

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Emerald Growth Institutional 317609253 Asset Minor Code 98	17,759.984	435,830.01 24.5400	406,852.95	28,977.06 29,309.96	.00	0.00
Harbor Capital Appreciaton Cl R 411512528 Asset Minor Code 98	3,698.452	357,862.22 96.7600	281,832.51	76,029.71 12,369.48	.00	0.00
Hartford Schroders Emerging Markets 41665X859 Asset Minor Code 98	28,311.997	441,950.27 15.6100	435,096.85	6,853.42 5,832.44	.00	1.52
Ishares S P 500 Growth Etf 464287309 Asset Minor Code 94	4,732.000	355,373.20 75.1000	282,484.79	72,888.41 11,319.12	.00	1.03
Ishares S P 500 Value Etf 464287408 Asset Minor Code 94	1,505.000	261,704.45 173.8900	197,993.68	63,710.77 12,626.95	.00	1.65
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	9,200.000	715,116.00 77.7300	547,140.54	167,975.46 43,278.09	.00	1.43
Mfs International Growth R6 552746356 Asset Minor Code 98	3,887.902	156,410.30 40.2300	128,643.89	27,766.41 3,049.15	.00	1.54
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	5,381.341	430,076.77 79.9200	363,447.74	66,629.03 5,987.83	.00	1.81
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	14,127.792	1,274,609.39 90.2200	1,107,496.45	167,112.94 - 42,109.96	.00	1.29
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	2,216.000	195,805.76 88.3600	184,315.49	11,490.27 14,908.81	.00	3.95

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Total Mutual Funds-Equity	**134,963.368**	**6,482,235.36**	**5,432,714.57**	**1,049,520.79**	**.00**	**1.40**
				146,051.93		
Mutual Funds-Fixed Income						
Ishares Mbs Etf 464288588 Asset Minor Code 95	3,484.000	327,774.72 94.0800	325,546.17	2,228.55 9,308.21	.00	3.36
Ishares US Treasury Bond Etf 46429B267 Asset Minor Code 95	.000	.00 23.0400	.00	.00 7,602.32	.00	0.00
Total Mutual Funds-Fixed Income	**3,484.000**	**327,774.72**	**325,546.17**	**2,228.55**	**.00**	**3.36**
				16,910.53		
Total Mutual Funds	**138,447.368**	**6,810,010.08**	**5,758,260.74**	**1,051,749.34**	**.00**	**1.49**
				162,962.46		
Total Assets	**4,460,143.178**	**11,035,492.50**	**9,796,512.95**	**1,238,979.55**	**28,516.22**	**2.61**
				277,103.19		
Accrued Income	**.000**	**28,516.22**	**28,516.22**			
Grand Total	**4,460,143.178**	**11,064,008.72**	**9,825,029.17**			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

The asset categories used in this statement may be general in nature. For example, assets listed under the "Mutual Funds" category may include open-end investment companies registered under the Investment Company Act of 1940 (which are commonly known as "mutual funds") but may also include closed-end investment companies, unit investment trusts, common trust funds, collective trust funds or other investments that are registered with (or not subject to registration with) the Securities and Exchange Commission.

INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
342,086.340	First Am Govt Ob Fd Cl X 31846V336		01/02/24	0.05	1,910.12	843.12	1,910.12	843.12
Total Cash And Equivalents					**1,910.12**	**843.12**	**1,910.12**	**843.12**
US Government Issues								
419,859.630	F H L M C #Sd8237 3132DWEJ8	4.000%	7/01/52		1,405.62	1,399.53	1,405.62	1,399.53
75,000.170	F H L M C #Sd8244 3132DWER0	4.000%	9/01/52		.00	91.67	- 158.33	250.00
377,741.080	F H L M C #Sd8288 3132DWF57	5.000%	12/01/52		1,580.80	1,573.92	1,580.80	1,573.92
430,292.310	F N M A #Ma4838 31418ELU2	3.500%	11/01/52		1,257.38	1,255.02	1,257.38	1,255.02
287,284.850	F N M A #Ma4867 31418EMR8	4.500%	12/01/52		1,083.46	1,077.32	1,083.46	1,077.32
50,000.000	U S Treasury Bd 912810TR9	3.625%	5/15/53		159.34	219.09	144.40	234.03
78,000.000	U S Treasury Bd 912810TT5	4.000%	8/15/53		293.48	147.20	- 737.80	1,178.48
250,000.000	U S Treasury Bd 912810TU2	4.500%	8/15/43		3,697.83	972.35	420.86	4,249.32
.000	U S Treasury Nt 91282CHT1	4.000%	8/15/33		528.26	30.88	559.14	.00
280,000.000	U S Treasury Nt 91282CJE2	5.000%	10/31/25		1,192.31	1,192.31	.00	2,384.62
.000	U S Treasury Nt 91282CJG7	4.875%	10/31/30		.00	32.14	32.14	.00

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
221,000.000	U S Treasury Nt 4.750% 11/15/33 91282CJJ1				125.27	578.80	- 651.38	1,355.45
40,000.000	U S Treasury Nt 4.875% 11/30/25 91282CJL6				.00	195.89	27.97	167.92
.000	U S Treasury Nt 4.375% 11/30/28 91282CJN2				.00	21.52	21.52	.00
Total US Government Issues					**11,323.75**	**8,787.64**	**4,985.78**	**15,125.61**
Corporate Issues								
24,000.000	At T Inc 5.400% 2/15/34 00206RMT6				302.10	105.75	- 81.75	489.60
18,000.000	American Honda Mtn 5.125% 7/07/28 02665WEM9				369.00	76.88	.00	445.88
13,000.000	Amgen Inc 5.650% 3/02/53 031162DT4				181.58	61.21	.00	242.79
100,000.000	Bmw Veh Owner Tr 3.440% 12/26/28 05602RAE1				57.33	286.67	286.67	57.33
20,000.000	Bank Of America Mtn 3.194% 7/23/30 06051GHV4				227.13	53.23	.00	280.36
35,000.000	Bank Of Ny Mtn 0.500% 4/26/24 06406RAS6				17.01	14.59	.00	31.60
24,000.000	Berkshire Hathaway 3.850% 3/15/52 084664DB4				195.07	77.00	.00	272.07
35,000.000	Black Hills Corp 1.037% 8/23/24 092113AU3				98.80	30.25	.00	129.05
5,000.000	Cvs Caremark 6.125% 9/15/39 126650BR0				64.65	25.52	.00	90.17
17,000.000	Cvs Health Corp 5.050% 3/25/48 126650CZ1				157.39	71.54	.00	228.93

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
16,000.000	Capital One Finl 5.817% 2/01/34 14040HCY9				77.56	77.56	.00	155.12
20,000.000	Citigroup Inc Sub 6.174% 5/25/34 17327CAR4				20.58	102.90	.00	123.48
20,000.000	Commonwealth Edison 5.875% 2/01/33 202795HG8				391.67	97.91	.00	489.58
11,000.000	Consolidated Edison 5.700% 12/01/36 209111EQ2				313.50	52.25	313.50	52.25
32,135.960	Delta Air Lines 5.000% 12/10/29 247361ZW1				385.42	136.55	428.24	93.73
19,000.000	Discovery 5.200% 9/20/47 25470DAT6				194.86	82.33	.00	277.19
29,000.000	Electronic Arts Inc 2.950% 2/15/51 285512AF6				251.90	71.29	.00	323.19
19,000.000	Energy Transfer L P 6.550% 12/01/33 29273VAU4				165.93	103.71	165.93	103.71
21,000.000	Entergy LLC 5.000% 9/01/33 29366WAD8				262.50	87.50	.00	350.00
29,000.000	Essential Utils Inc 3.351% 4/15/50 29670GAE2				124.17	80.99	.00	205.16
18,000.000	Extra Space Storage 5.700% 4/01/28 30225VAJ6				171.00	85.50	.00	256.50
26,866.630	Fedex 2020 1 Class 1.875% 2/20/34 314353AA1				141.33	41.98	.00	183.31
45,000.000	Ford Cr Auto Owner 5.980% 6/15/28 345295AF6				119.60	224.25	224.25	119.60
75,000.000	Ford Cr Aut Own Tr 0.490% 9/15/26 34532NAD7				16.33	30.62	30.62	16.33

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
30,000.000	Gm Fin Atmbl Lease 5.160% 1/20/27 362541AE4				47.30	129.00	129.00	47.30
22,000.000	Goldman Sachs 1.948% 10/21/27 38141GYM0				47.62	35.71	.00	83.33
35,000.000	Hormel Foods Corp 0.650% 6/03/24 440452AG5				112.49	18.95	113.75	17.69
19,000.000	Idaho Pwr Co 5.800% 4/01/54 45138LBJ1				244.89	91.83	.00	336.72
.000	Intuit Sr Nt 5.500% 9/15/53 46124HAH9				220.61	60.96	281.57	.00
18,000.000	Marsh McLennan Cos 5.700% 9/15/53 571748BV3				228.00	85.50	.00	313.50
16,000.000	Mattel Inc 5.450% 11/01/41 577081AW2				72.67	72.66	.00	145.33
22,000.000	Motorola Solutions 2.750% 5/24/31 620076BU2				11.76	50.42	.00	62.18
19,000.000	Nevada Power Co 6.000% 3/15/54 641423CG1				240.67	95.00	.00	335.67
18,000.000	Nextera Energy Cap 6.051% 3/01/25 65339KBP4				272.30	- 181.54	.00	90.76
20,000.000	Northern Tr Corp 6.125% 11/02/32 665859AX2				98.68	102.08	.00	200.76
18,000.000	Ovintiv Inc 6.250% 7/15/33 69047QAC6				565.63	93.75	.00	659.38
15,000.000	Pacific Gas Elec Co 4.950% 7/01/50 694308JN8				.00	26.81	- 344.44	371.25
.000	Philip Morris Intl 5.375% 2/15/33 718172DB2				237.40	29.11	266.51	.00

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
28,000.000	Plains All Amer Pipe 4.300% 1/31/43 72650RBC5				404.68	100.33	.00	505.01
20,000.000	Public Service Co 5.250% 4/01/53 744448CY5				175.00	87.50	.00	262.50
20,000.000	Public Storage 5.350% 8/01/53 74460WAH0				371.53	89.16	.00	460.69
.000	Quest Diagnostics 6.400% 11/30/33 74834LBD1				90.67	39.29	129.96	.00
.000	Realty Income Corp 4.850% 3/15/30 756109BR4				194.54	7.68	202.22	.00
18,000.000	Ssm Health Care Corp 4.894% 6/01/28 784710AC9				440.46	73.41	440.46	73.41
35,000.000	Salesforce Com Inc 0.625% 7/15/24 79466LAG9				82.64	18.23	.00	100.87
15,000.000	Schwab Charles Corp 6.196% 11/17/29 808513CJ2				36.14	77.45	.00	113.59
.000	Simon Ppty Group L P 6.250% 1/15/34 828807DW4				38.19	22.57	60.76	.00
19,000.000	Southern Calif 5.875% 12/01/53 842400HX4				586.03	93.02	586.03	93.02
18,000.000	Southern Ca Gas Co 6.350% 11/15/52 842434CX8				50.80	95.25	.00	146.05
15,000.000	Sprint Capital Corp 8.750% 3/15/32 852060AT9				277.08	109.38	.00	386.46
18,000.000	Suncor Energy Inc 5.950% 12/01/34 867229AD8				535.50	89.25	535.50	89.25
15,000.000	Sysco Corp 5.750% 1/17/29 871829BS5				33.54	71.88	.00	105.42

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
17,000.000	Time Warner Cabl 7.300% 7/01/38 88732JAN8				517.08	103.42	.00	620.50
50,000.000	Toyota Auto Rec 1.020% 3/15/27 89238JAD7				22.67	42.50	42.50	22.67
30,428.840	United Airlines 4.300% 2/15/27 909319AA3				385.26	109.04	.00	494.30
.000	Verizon Comm Inc 4.400% 11/01/34 92343VCQ5				66.00	6.60	72.60	.00
22,000.000	Wells Fargo Co Mtn 2.393% 6/02/28 95000U2S1				261.77	43.87	263.23	42.41
19,000.000	Westar Energy Inc 3.100% 4/01/27 95709TAP5				98.17	49.08	.00	147.25
16,000.000	Weyerhaeuser Co 7.375% 3/15/32 962166BR4				249.11	98.33	.00	347.44
100,000.000	World Omni Aut Lea 5.570% 7/17/28 981944AE1				247.56	420.00	420.00	247.56
Total Corporate Issues					**11,870.85**	**4,635.46**	**4,567.11**	**11,939.20**
Foreign Issues								
35,000.000	Bank Nova Scotia 0.700% 4/15/24 0641593X2				31.31	20.41	.00	51.72
18,000.000	Mizuho Financial 2.555% 9/13/25 60687YAZ2				99.65	38.32	.00	137.97
.000	Pfizer Investment 5.300% 5/19/53 716973AG7				24.73	35.04	59.77	.00
18,000.000	Royal Bk Cda Mtn 5.200% 8/01/28 78016HZS2				340.60	78.00	.00	418.60
Total Foreign Issues					**496.29**	**171.77**	**59.77**	**608.29**

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Mutual Funds-Equity								
20,725.088	Columbia Contrarian Core Fund 19766M709	12/11/23	12/11/23	0.22	.00	4,160.46	4,160.46	.00
17,953.167	Dfa Large Cap Intl Port. 233203868	12/11/23	12/12/23	0.85	.00	5,063.40	5,063.40	.00
3,166.259	Dodge Cox International Stock Fd I 256206103	12/18/23	12/19/23	1.13	.00	3,412.22	3,412.22	.00
2,298.386	Dodge Cox Stock Fund I 256219106	12/18/23	12/19/23	3.54	.00	2,043.27	2,043.27	.00
28,311.997	Hartford Schroders Emerging Markets 41665X859	12/27/23	12/28/23	0.24	.00	6,620.16	6,620.16	.00
4,732.000	Ishares S P 500 Growth Etf 464287309	12/20/23	12/27/23	0.77	.00	1,015.81	1,015.81	.00
1,505.000	Ishares S P 500 Value Etf 464287408	12/20/23	12/27/23	2.87	.00	1,194.79	1,194.79	.00
9,200.000	Ishares Russell Mid Cap Etf 464287499	12/20/23	12/27/23	1.11	.00	3,240.97	3,240.97	.00
3,887.902	Mfs International Growth R6 552746356	12/19/23	12/20/23	0.62	.00	2,365.92	2,365.92	.00
5,381.341	Undiscovered Mgrs Behavioral Value 904504479	12/20/23	12/21/23	1.45	.00	7,642.60	7,642.60	.00
14,127.792	Vanguard Growth & Income Adm Shs#593 921913208	12/19/23	12/20/23	1.17	.00	7,322.83	7,322.83	.00
2,216.000	Vanguard Real Estate Etf 922908553	12/21/23	12/27/23	3.49	.00	2,527.60	2,527.60	.00
Total Mutual Funds-Equity					**.00**	**46,610.03**	**46,610.03**	**.00**

Mutual Funds-Fixed Income

INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
3,484.000	Ishares Mbs Etf 464288588	12/14/23	12/20/23	3.16	.00	1,563.72	1,563.72	.00
.000	Ishares US Treasury Bond Etf 46429B267	12/14/23	12/20/23	0.61	.00	1,316.23	1,316.23	.00
Total Mutual Funds-Fixed Income					**.00**	**2,879.95**	**2,879.95**	**.00**
Grand Total					**25,601.01**	**63,927.97**	**61,012.76**	**28,516.22**

INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
At T Inc 5.400% 2/15/34 00206Rmt6		
12/04/2023	Paid Accrued Interest On Purchase Of At T Inc 5.400% 2/15/34 Income Debit 81.75- USD	- 81.75
Bmw Veh Owner Tr 3.440% 12/26/28 05602Rae1		
12/26/2023	Bmw Veh Owner Tr 3.440% 12/26/28 $0.00287/Pv On 100,000.00 Pv Due 12/25/23	286.67
Consolidated Edison 5.700% 12/01/36 209111Eq2		
12/01/2023	Consolidated Edison 5.700% 12/01/36 0.0285 USD/$1 Pv On 11,000 Par Value Due 12/1/23	313.50
Delta Air Lines 5.000% 12/10/29 247361Zw1		
12/11/2023	Delta Air Lines 5.000% 12/10/29 $0.01250/Pv On 34,259.39 Pv Due 12/10/23	428.24
Energy Transfer L P 6.550% 12/01/33 29273Vau4		
12/01/2023	Energy Transfer L P 6.550% 12/01/33 0.008733 USD/$1 Pv On 19,000 Par Value Due 12/1/23	165.93
F H L M C #Sd8237 4.000% 7/01/52 3132Dwej8		
12/26/2023	F H L M C #Sd8237 4.000% 7/01/52 November FHLMC Due 12/25/23	1,405.62
F H L M C #Sd8244 4.000% 9/01/52 3132Dwer0		

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
12/20/2023	Paid Accrued Interest On Purchase Of F H L M C #Sd8244 4.000% 9/01/52 Income Debit 158.33- USD	- 158.33
F H L M C #Sd8288 5.000% 12/01/52 3132Dwf57		
12/26/2023	F H L M C #Sd8288 5.000% 12/01/52 November FHLMC Due 12/25/23	1,580.80
F N M A #Ma4838 3.500% 11/01/52 31418Elu2		
12/26/2023	F N M A #Ma4838 3.500% 11/01/52 November FNMA Due 12/25/23	1,257.38
F N M A #Ma4867 4.500% 12/01/52 31418Emr8		
12/26/2023	F N M A #Ma4867 4.500% 12/01/52 November FNMA Due 12/25/23	1,083.46
First Am Govt Ob Fd Cl X 31846V336		
12/01/2023	Interest From 11/1/23 To 11/30/23	1,910.12
Ford Cr Aut Own Tr 0.490% 9/15/26 34532Nad7		
12/15/2023	Ford Cr Aut Own Tr 0.490% 9/15/26 $0.00041/Pv On 75,000.00 Pv Due 12/15/23	30.62
Ford Cr Auto Owner 5.980% 6/15/28 345295Af6		
12/15/2023	Ford Cr Auto Owner 5.980% 6/15/28 $0.00498/Pv On 45,000.00 Pv Due 12/15/23	224.25
Gm Fin Atmbl Lease 5.160% 1/20/27 362541Ae4		
12/20/2023	Gm Fin Atmbl Lease 5.160% 1/20/27 $0.00430/Pv On 30,000.00 Pv Due 12/20/23	129.00

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
	Hormel Foods Corp 0.650% 6/03/24 440452Ag5	
12/04/2023	Hormel Foods Corp 0.650% 6/03/24 0.00325 USD/$1 Pv On 35,000 Par Value Due 12/3/23	113.75
	Intuit Sr Nt 5.500% 9/15/53 46124Hah9	
12/22/2023	Received Accrued Interest On Sale Of Intuit Sr Nt 5.500% 9/15/53 Income Credit 281.57 USD	281.57
	Pacific Gas Elec Co 4.950% 7/01/50 694308Jn8	
12/18/2023	Paid Accrued Interest On Purchase Of Pacific Gas Elec Co 4.950% 7/01/50 Income Debit 344.44- USD	- 344.44
	Pfizer Investment 5.300% 5/19/53 716973Ag7	
12/18/2023	Received Accrued Interest On Sale Of Pfizer Investment 5.300% 5/19/53 Income Credit 59.77 USD	59.77
	Philip Morris Intl 5.375% 2/15/33 718172Db2	
12/14/2023	Received Accrued Interest On Sale Of Philip Morris Intl 5.375% 2/15/33 Income Credit 266.51 USD	266.51
	Quest Diagnostics 6.400% 11/30/33 74834Lbd1	
12/14/2023	Received Accrued Interest On Sale Of Quest Diagnostics 6.400% 11/30/33 Income Credit 129.96 USD	129.96
	Realty Income Corp 4.850% 3/15/30 756109Br4	

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
12/04/2023	Received Accrued Interest On Sale Of Realty Income Corp 4.850% 3/15/30 Income Credit 202.22 USD	202.22
Simon Ppty Group L P 6.250% 1/15/34 828807Dw4		
12/14/2023	Received Accrued Interest On Sale Of Simon Ppty Group L P 6.250% 1/15/34 Income Credit 60.76 USD	60.76
Southern Calif 5.875% 12/01/53 842400Hx4		
12/01/2023	Southern Calif 5.875% 12/01/53 0.030844 USD/$1 Pv On 19,000 Par Value Due 12/1/23	586.03
Ssm Health Care Corp 4.894% 6/01/28 784710Ac9		
12/01/2023	Ssm Health Care Corp 4.894% 6/01/28 0.02447 USD/$1 Pv On 18,000 Par Value Due 12/1/23	440.46
Suncor Energy Inc 5.950% 12/01/34 867229Ad8		
12/01/2023	Suncor Energy Inc 5.950% 12/01/34 0.02975 USD/$1 Pv On 18,000 Par Value Due 12/1/23	535.50
Toyota Auto Rec 1.020% 3/15/27 89238Jad7		
12/15/2023	Toyota Auto Rec 1.020% 3/15/27 $0.00085/Pv On 50,000.00 Pv Due 12/15/23	42.50
U S Treasury Bd 3.625% 5/15/53 912810Tr9		
12/14/2023	Received Accrued Interest On Sale Of U S Treasury Bd 3.625% 5/15/53 Income Credit 144.40 USD	144.40
U S Treasury Bd 4.000% 8/15/53 912810Tt5		

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
12/04/2023	Paid Accrued Interest On Purchase Of U S Treasury Bd 4.000% 8/15/53 Income Debit 248.85- USD	- 248.85
12/22/2023	Paid Accrued Interest On Purchase Of U S Treasury Bd 4.000% 8/15/53 Income Debit 260.28- USD	- 260.28
12/29/2023	Paid Accrued Interest On Purchase Of U S Treasury Bd 4.000% 8/15/53 Income Debit 228.67- USD	- 228.67
Total U S Treasury Bd 4.000% 8/15/53		**- 737.80**
U S Treasury Bd 4.500% 8/15/43 912810Tu2		
12/11/2023	Received Accrued Interest On Sale Of U S Treasury Bd 4.500% 8/15/43 Income Credit 420.86 USD	420.86
U S Treasury Nt 4.000% 8/15/33 91282Cht1		
12/11/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.000% 8/15/33 Income Credit 559.14 USD	559.14
U S Treasury Nt 4.375% 11/30/28 91282Cjn2		
12/13/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.375% 11/30/28 Income Debit 46.62- USD	- 46.62
12/19/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.375% 11/30/28 Income Credit 68.14 USD	68.14
Total U S Treasury Nt 4.375% 11/30/28		**21.52**

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
U S Treasury Nt 4.750% 11/15/33 91282Cjj1		
12/11/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.750% 11/15/33 Income Credit 192.86 USD	192.86
12/14/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.750% 11/15/33 Income Debit 57.36- USD	- 57.36
12/14/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.750% 11/15/33 Income Debit 35.85- USD	- 35.85
12/14/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.750% 11/15/33 Income Debit 376.44- USD	- 376.44
12/18/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.750% 11/15/33 Income Debit 163.19- USD	- 163.19
12/18/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.750% 11/15/33 Income Debit 142.79- USD	- 142.79
12/22/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.750% 11/15/33 Income Debit 68.61- USD	- 68.61
Total U S Treasury Nt 4.750% 11/15/33		**- 651.38**
U S Treasury Nt 4.875% 10/31/30 91282Cjg7		
12/04/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.875% 10/31/30 Income Debit 72.86- USD	- 72.86
12/19/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.875% 10/31/30 Income Credit 105.00 USD	105.00

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Total U S Treasury Nt 4.875% 10/31/30		**32.14**
U S Treasury Nt 4.875% 11/30/25 91282Cjl6		
12/11/2023	Paid Accrued Interest On Purchase Of U S Treasury Nt 4.875% 11/30/25 Income Debit 205.12- USD	- 205.12
12/14/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.875% 11/30/25 Income Credit 55.94 USD	55.94
12/19/2023	Received Accrued Interest On Sale Of U S Treasury Nt 4.875% 11/30/25 Income Credit 177.15 USD	177.15
Total U S Treasury Nt 4.875% 11/30/25		**27.97**
Verizon Comm Inc 4.400% 11/01/34 92343Vcq5		
12/04/2023	Received Accrued Interest On Sale Of Verizon Comm Inc 4.400% 11/01/34 Income Credit 72.60 USD	72.60
Wells Fargo Co Mtn 2.393% 6/02/28 95000U2S1		
12/04/2023	Wells Fargo Co Mtn 2.393% 6/02/28 0.011965 USD/$1 Pv On 22,000 Par Value Due 12/2/23	263.23
World Omni Aut Lea 5.570% 7/17/28 981944Ae1		
12/15/2023	World Omni Aut Lea 5.570% 7/17/28 $0.00420/Pv On 100,000.00 Pv Due 12/15/23	420.00
Total Interest		**11,522.78**

Dividends

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
	Columbia Contrarian Core Fund **19766M709**	
12/12/2023	0.21691 USD/Share On 19,180.586 Shares Due 12/11/23 Div & Lt Cap Gain Payable 12/11/23	4,160.46
	Dfa Large Cap Intl Port. **233203868**	
12/13/2023	0.28398 USD/Share On 17,830.132 Shares Due 12/12/23 Dividend Payable 12/12/23	5,063.40
	Dodge Cox International Stock Fd I **256206103**	
12/19/2023	1.125 USD/Share On 3,033.083 Shares Due 12/19/23 Dividend Payable 12/19/23	3,412.22
	Dodge Cox Stock Fund I **256219106**	
12/19/2023	0.889 USD/Share On 2,298.386 Shares Due 12/19/23 Div&st/Lt Cap Gain Payable 12/19/23	2,043.27
	Hartford Schroders Emerging Markets **41665X859**	
12/28/2023	0.23663 USD/Share On 27,976.843 Shares Due 12/28/23 Dividend Payable 12/28/23	6,620.16
	Ishares Mbs Etf **464288588**	
12/07/2023	0.280375 USD/Share On 2,812 Shares Due 12/7/23	788.41
12/20/2023	0.275714 USD/Share On 2,812 Shares Due 12/20/23	775.31
Total Ishares Mbs Etf		**1,563.72**
	Ishares Russell Mid Cap Etf **464287499**	
12/27/2023	0.338872 USD/Share On 9,564 Shares Due 12/27/23	3,240.97

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
	Ishares S P 500 Growth Etf **464287309**	
12/27/2023	0.212556 USD/Share On 4,779 Shares Due 12/27/23	1,015.81
	Ishares S P 500 Value Etf **464287408**	
12/27/2023	0.793879 USD/Share On 1,505 Shares Due 12/27/23	1,194.79
	Ishares US Treasury Bond Etf **46429B267**	
12/07/2023	0.05475 USD/Share On 11,404 Shares Due 12/7/23	624.37
12/20/2023	0.060668 USD/Share On 11,404 Shares Due 12/20/23	691.86
Total Ishares US Treasury Bond Etf		**1,316.23**
	Mfs International Growth R6 **552746356**	
12/20/2023	0.61839 USD/Share On 3,825.941 Shares Due 12/20/23 Div&st/Lt Cap Gain Payable 12/20/23	2,365.92
	Undiscovered Mgrs Behavioral Value **904504479**	
12/22/2023	1.45007 USD/Share On 5,270.505 Shares Due 12/21/23 Dividend Payable 12/21/23	7,642.60
	Vanguard Growth & Income Adm Shs#593 **921913208**	
12/20/2023	0.5696 USD/Share On 12,856.092 Shares Due 12/20/23 Div & Lt Cap Gain Payable 12/20/23	7,322.83
	Vanguard Real Estate Etf **922908553**	
12/27/2023	1.0683 USD/Share On 2,366 Shares Due 12/27/23	2,527.60

INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Total Dividends		**49,489.98**
Other Earnings		
Interest-Bank Compensation		
12/27/2023	Income Payments Interest Earned On Income Payments	3.56
Total Other Earnings		**3.56**

PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
12/27/2023	Collected	- 2,559.68
	Charged For Period 11/01/2023 Thru 11/30/2023	
Total Trust Fees		**- 2,559.68**
Total Trust Fees		**- 2,559.68**
Total Plan Expenses		**- 2,559.68**

OTHER ACTIVITY

DATE	DESCRIPTION	CASH
Transfers To Checking Account		
ACH Transfer To Checking		
12/29/2023	Paid To Jp Morgan Chase DDA Xxxxxx9737 Pars Admin Fee, Per Dir Dtd 12/22/2023	- 2,174.83
Total ACH Transfer To Checking		**- 2,174.83**
Total Transfers To Checking Account		**- 2,174.83**
Total Other Activity		**- 2,174.83**

PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
12/01/2023	Purchased 2,041.42 Units Of First Am Govt Ob Fd Cl X Trade Date 12/1/23 31846V336	2,041.420	.00	- 2,041.42	2,041.42
12/07/2023	Purchased 1,412.78 Units Of First Am Govt Ob Fd Cl X Trade Date 12/7/23 31846V336	1,412.780	.00	- 1,412.78	1,412.78
12/15/2023	Purchased 717.37 Units Of First Am Govt Ob Fd Cl X Trade Date 12/15/23 31846V336	717.370	.00	- 717.37	717.37
12/19/2023	Purchased 118,324.9 Units Of First Am Govt Ob Fd Cl X Trade Date 12/19/23 31846V336	118,324.900	.00	- 118,324.90	118,324.90
12/21/2023	Purchased 97,678.76 Units Of First Am Govt Ob Fd Cl X Trade Date 12/21/23 31846V336	97,678.760	.00	- 97,678.76	97,678.76
12/26/2023	Purchased 286,526.59 Units Of First Am Govt Ob Fd Cl X Trade Date 12/26/23 31846V336	286,526.590	.00	- 286,526.59	286,526.59
Total First Am Govt Ob Fd Cl X		**506,701.820**	**.00**	**- 506,701.82**	**506,701.82**
Total Cash And Equivalents		**506,701.820**	**.00**	**- 506,701.82**	**506,701.82**

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
US Government Issues					
12/18/2023	Purchased 75,000.17 Par Value Of F H L M C #Sd8244 4.000% 9/01/52 Trade Date 12/18/23 Purchased Through Wells Fargo Securities, LLC Swift External Ref#: 8335202112016256 75,000.17 Par Value At 93.79686739 % 3132DWER0	75,000.170	.00	- 70,347.81	70,347.81
Total F H L M C #Sd8244 4.000% 9/01/52		**75,000.170**	**.00**	**- 70,347.81**	**70,347.81**
12/01/2023	Purchased 20,000 Par Value Of U S Treasury Bd 4.000% 8/15/53 Trade Date 12/1/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8333502112955903 20,000 Par Value At 94.51955 % 912810TT5	20,000.000	.00	- 18,903.91	18,903.91
12/20/2023	Purchased 18,000 Par Value Of U S Treasury Bd 4.000% 8/15/53 Trade Date 12/20/23 Purchased Through Goldman Sachs & Co. LLC Swift External Ref#: 8335402112055009 18,000 Par Value At 101.39061111 % 912810TT5	18,000.000	.00	- 18,250.31	18,250.31
12/28/2023	Purchased 15,000 Par Value Of U S Treasury Bd 4.000% 8/15/53 Trade Date 12/28/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 8336202112088373 15,000 Par Value At 102.28513333 % 912810TT5	15,000.000	.00	- 15,342.77	15,342.77
Total U S Treasury Bd 4.000% 8/15/53		**53,000.000**	**.00**	**- 52,496.99**	**52,496.99**

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
12/12/2023	Purchased 30,000 Par Value Of U S Treasury Nt 4.375% 11/30/28 Trade Date 12/12/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8334602112990808 30,000 Par Value At 100.5547 % 91282CJN2	30,000.000	.00	- 30,166.41	30,166.41
Total U S Treasury Nt 4.375% 11/30/28		**30,000.000**	**.00**	**- 30,166.41**	**30,166.41**
12/12/2023	Purchased 16,000 Par Value Of U S Treasury Nt 4.750% 11/15/33 Trade Date 12/12/23 Purchased Through Bnp Paribas Sec Corp Swift External Ref#: 8334602112991232 16,000 Par Value At 102.40625 % 91282CJJ1	16,000.000	.00	- 16,385.00	16,385.00
12/12/2023	Purchased 10,000 Par Value Of U S Treasury Nt 4.750% 11/15/33 Trade Date 12/12/23 Purchased Through Truist Securities, Inc. Swift External Ref#: 8334602112992037 10,000 Par Value At 102.375 % 91282CJJ1	10,000.000	.00	- 10,237.50	10,237.50
12/12/2023	Purchased 105,000 Par Value Of U S Treasury Nt 4.750% 11/15/33 Trade Date 12/12/23 Purchased Through Truist Securities, Inc. Swift External Ref#: 8334602112992087 105,000 Par Value At 102.375 % 91282CJJ1	105,000.000	.00	- 107,493.75	107,493.75

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
12/14/2023	Purchased 40,000 Par Value Of U S Treasury Nt 4.750% 11/15/33 Trade Date 12/14/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 8334802112999299 40,000 Par Value At 104.58595 % 91282CJJ1	40,000.000	.00	- 41,834.38	41,834.38
12/15/2023	Purchased 35,000 Par Value Of U S Treasury Nt 4.750% 11/15/33 Trade Date 12/15/23 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 8334902112004725 35,000 Par Value At 104.58202857 % 91282CJJ1	35,000.000	.00	- 36,603.71	36,603.71
12/21/2023	Purchased 15,000 Par Value Of U S Treasury Nt 4.750% 11/15/33 Trade Date 12/21/23 Purchased Through Barclays Capital Inc. Fixed In Swift External Ref#: 8335502112067165 15,000 Par Value At 105.37106667 % 91282CJJ1	15,000.000	.00	- 15,805.66	15,805.66
Total U S Treasury Nt 4.750% 11/15/33		**221,000.000**	**.00**	**- 228,360.00**	**228,360.00**
12/08/2023	Purchased 140,000 Par Value Of U S Treasury Nt 4.875% 11/30/25 Trade Date 12/8/23 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8334202112984886 140,000 Par Value At 100.29687857 % 91282CJL6	140,000.000	.00	- 140,415.63	140,415.63
Total U S Treasury Nt 4.875% 11/30/25		**140,000.000**	**.00**	**- 140,415.63**	**140,415.63**
Total Government Issues		**519,000.170**	**.00**	**- 521,786.84**	**521,786.84**

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Corporate Issues					
12/14/2023	Purchased 15,000 Par Value Of Pacific Gas Elec Co 4.950% 7/01/50 Trade Date 12/14/23 Purchased Through Bnp Paribas Securities Bond Swift External Ref#: 8334802112999713 15,000 Par Value At 86.499 % 694308JN8	15,000.000	.00	- 12,974.85	12,974.85
Total Pacific Gas Elec Co 4.950% 7/01/50		**15,000.000**	**.00**	**- 12,974.85**	**12,974.85**
Total Corporate Issues		**15,000.000**	**.00**	**- 12,974.85**	**12,974.85**
Mutual Funds-Equity					
12/21/2023	Purchased 1,544.502 Shares Of Columbia Contrarian Core Fund Trade Date 12/21/23 1,544.502 Shares At 32.13 USD 19766M709	1,544.502	.00	- 49,624.85	49,624.85
Total Columbia Contrarian Core Fund		**1,544.502**	**.00**	**- 49,624.85**	**49,624.85**
12/21/2023	Purchased 123.035 Shares Of Dfa Large Cap Intl Port. Trade Date 12/21/23 123.035 Shares At 26.08 USD 233203868	123.035	.00	- 3,208.75	3,208.75
Total Dfa Large Cap Intl Port.		**123.035**	**.00**	**- 3,208.75**	**3,208.75**

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
12/21/2023	Purchased 133.176 Shares Of Dodge Cox International Stock Fd I Trade Date 12/21/23 133.176 Shares At 48.82 USD 256206103	133.176	.00	- 6,501.65	6,501.65
Total Dodge Cox International Stock Fd I		**133.176**	**.00**	**- 6,501.65**	**6,501.65**
12/21/2023	Purchased 489.306 Shares Of Hartford Schroders Emerging Markets Trade Date 12/21/23 489.306 Shares At 15.59 USD 41665X859	489.306	.00	- 7,628.28	7,628.28
12/27/2023	Purchased 335.154 Shares Of Hartford Schroders Emerging Markets Trade Date 12/27/23 335.154 Shares At 15.46 USD 41665X859	335.154	.00	- 5,181.48	5,181.48
Total Hartford Schroders Emerging Markets		**824.460**	**.00**	**- 12,809.76**	**12,809.76**
12/21/2023	Purchased 61.961 Shares Of Mfs International Growth R6 Trade Date 12/21/23 61.961 Shares At 39.80 USD 552746356	61.961	.00	- 2,466.04	2,466.04
Total Mfs International Growth R6		**61.961**	**.00**	**- 2,466.04**	**2,466.04**
12/21/2023	Purchased 110.836 Shares Of Undiscovered Mgrs Behavioral Value Trade Date 12/21/23 110.836 Shares At 79.63 USD 904504479	110.836	.00	- 8,825.85	8,825.85

PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Undiscovered Mgrs Behavioral Value		**110.836**	**.00**	**- 8,825.85**	**8,825.85**
12/21/2023	Purchased 1,271.7 Shares Of Vanguard Growth & Income Adm Shs#593 Trade Date 12/21/23 1,271.7 Shares At 89.77 USD 921913208	1,271.700	.00	- 114,160.50	114,160.50
Total Vanguard Growth & Income Adm Shs#593		**1,271.700**	**.00**	**- 114,160.50**	**114,160.50**
Total Mutual Funds-Equity		**4,069.670**	**.00**	**- 197,597.40**	**197,597.40**
Mutual Funds-Fixed Income					
12/21/2023	Purchased 541 Shares Of Ishares Mbs Etf Trade Date 12/21/23 Purchased Through Sanford C. Bernstein & Co., Ll 541 Shares At 93.6938 USD 464288588	541.000	18.94	- 50,707.29	50,707.29
12/22/2023	Purchased 131 Shares Of Ishares Mbs Etf Trade Date 12/22/23 Purchased Through Sanford C. Bernstein & Co., Ll 131 Shares At 93.7743 USD 464288588	131.000	4.59	- 12,289.02	12,289.02
Total Ishares Mbs Etf		**672.000**	**23.53**	**- 62,996.31**	**62,996.31**
Total Mutual Funds-Fixed Income		**672.000**	**23.53**	**- 62,996.31**	**62,996.31**
Total Purchases		**1,045,443.660**	**23.53**	**- 1,302,057.22**	**1,302,057.22**

SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
12/04/2023	Sold 3,254.55 Units Of First Am Govt Ob Fd Cl X Trade Date 12/4/23 31846V336	- 3,254.550	.00	3,254.55	- 3,254.55	.00
12/11/2023	Sold 2,686.06 Units Of First Am Govt Ob Fd Cl X Trade Date 12/11/23 31846V336	- 2,686.060	.00	2,686.06	- 2,686.06	.00
12/13/2023	Sold 10,972.22 Units Of First Am Govt Ob Fd Cl X Trade Date 12/13/23 31846V336	- 10,972.220	.00	10,972.22	- 10,972.22	.00
12/14/2023	Sold 10,646.34 Units Of First Am Govt Ob Fd Cl X Trade Date 12/14/23 31846V336	- 10,646.340	.00	10,646.34	- 10,646.34	.00
12/18/2023	Sold 49,555.95 Units Of First Am Govt Ob Fd Cl X Trade Date 12/18/23 31846V336	- 49,555.950	.00	49,555.95	- 49,555.95	.00
12/20/2023	Sold 54,182.8 Units Of First Am Govt Ob Fd Cl X Trade Date 12/20/23 31846V336	- 54,182.800	.00	54,182.80	- 54,182.80	.00
12/22/2023	Sold 175,427.91 Units Of First Am Govt Ob Fd Cl X Trade Date 12/22/23 31846V336	- 175,427.910	.00	175,427.91	- 175,427.91	.00

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/27/2023	Sold 6,869.53 Units Of First Am Govt Ob Fd Cl X Trade Date 12/27/23 31846V336	- 6,869.530	.00	6,869.53	- 6,869.53	.00
12/28/2023	Sold 5,177.92 Units Of First Am Govt Ob Fd Cl X Trade Date 12/28/23 31846V336	- 5,177.920	.00	5,177.92	- 5,177.92	.00
12/29/2023	Sold 8,951.28 Units Of First Am Govt Ob Fd Cl X Trade Date 12/29/23 31846V336	- 8,951.280	.00	8,951.28	- 8,951.28	.00
12/29/2023	Sold 2,174.83 Units Of First Am Govt Ob Fd Cl X Trade Date 12/29/23 31846V336	- 2,174.830	.00	2,174.83	- 2,174.83	.00
Total First Am Govt Ob Fd Cl X		**- 329,899.390**	**.00**	**329,899.39**	**- 329,899.39**	**.00**
Total Cash And Equivalents		**- 329,899.390**	**.00**	**329,899.39**	**- 329,899.39**	**.00**
US Government Issues						
12/26/2023	Paid Down 1,825.86 Par Value Of F H L M C #Sd8237 4.000% 7/01/52 For Record Date Of November Due 12/25/23 November FHLMC Due 12/25/23 3132DWEJ8	- 1,825.860	.00	1,825.86	- 1,623.02	202.84
Total F H L M C #Sd8237 4.000% 7/01/52		**- 1,825.860**	**.00**	**1,825.86**	**- 1,623.02**	**202.84**

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/26/2023	Paid Down 1,651.12 Par Value Of F H L M C #Sd8288 5.000% 12/01/52 For Record Date Of November Due 12/25/23 November FHLMC Due 12/25/23 3132DWF57	- 1,651.120	.00	1,651.12	- 1,560.82	90.30
Total F H L M C #Sd8288 5.000% 12/01/52		**- 1,651.120**	**.00**	**1,651.12**	**- 1,560.82**	**90.30**
12/26/2023	Paid Down 808.1 Par Value Of F N M A #Ma4838 3.500% 11/01/52 For Record Date Of November Due 12/25/23 November FNMA Due 12/25/23 31418ELU2	- 808.100	.00	808.10	- 692.44	115.66
Total F N M A #Ma4838 3.500% 11/01/52		**- 808.100**	**.00**	**808.10**	**- 692.44**	**115.66**
12/26/2023	Paid Down 1,638.09 Par Value Of F N M A #Ma4867 4.500% 12/01/52 For Record Date Of November Due 12/25/23 November FNMA Due 12/25/23 31418EMR8	- 1,638.090	.00	1,638.09	- 1,503.72	134.37
Total F N M A #Ma4867 4.500% 12/01/52		**- 1,638.090**	**.00**	**1,638.09**	**- 1,503.72**	**134.37**
12/13/2023	Sold 50,000 Par Value Of U S Treasury Bd 3.625% 5/15/53 Trade Date 12/13/23 Sold Through J.P. Morgan Securities LLC Swift External Ref#: 8334702112993367 50,000 Par Value At 88.83594 % 912810TR9	- 50,000.000	.00	44,417.97	- 41,119.14	3,298.83
Total U S Treasury Bd 3.625% 5/15/53		**- 50,000.000**	**.00**	**44,417.97**	**- 41,119.14**	**3,298.83**

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/08/2023	Sold 30,000 Par Value Of U S Treasury Bd 4.500% 8/15/43 Trade Date 12/8/23 Sold Through Barclays Capital Inc. Fixed In Swift External Ref#: 8334202112984861 30,000 Par Value At 97.84376667 % 912810TU2	- 30,000.000	.00	29,353.13	- 27,937.50	1,415.63
Total U S Treasury Bd 4.500% 8/15/43		**- 30,000.000**	**.00**	**29,353.13**	**- 27,937.50**	**1,415.63**
12/08/2023	Sold 45,000 Par Value Of U S Treasury Nt 4.000% 8/15/33 Trade Date 12/8/23 Sold Through Bnkofmont,Chbrnch/Cm Swift External Ref#: 8334202112984841 45,000 Par Value At 96.98437778 % 91282CHT1	- 45,000.000	.00	43,642.97	- 42,614.65	1,028.32
Total U S Treasury Nt 4.000% 8/15/33		**- 45,000.000**	**.00**	**43,642.97**	**- 42,614.65**	**1,028.32**
12/18/2023	Sold 30,000 Par Value Of U S Treasury Nt 4.375% 11/30/28 Trade Date 12/18/23 Sold Through Barclays Capital Inc. Fixed In Swift External Ref#: 8335202112014760 30,000 Par Value At 101.92186667 % 91282CJN2	- 30,000.000	.00	30,576.56	- 30,166.41	410.15
Total U S Treasury Nt 4.375% 11/30/28		**- 30,000.000**	**.00**	**30,576.56**	**- 30,166.41**	**410.15**
12/08/2023	Sold 60,000 Par Value Of U S Treasury Nt 4.750% 11/15/33 Trade Date 12/8/23 Sold Through Bnkofmont,Chbrnch/Cm Swift External Ref#: 8334202112984852 60,000 Par Value At 102.02343333 % 91282CJJ1	- 60,000.000	.00	61,214.06	- 60,089.07	1,124.99

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total U S Treasury Nt 4.750% 11/15/33		**- 60,000.000**	**.00**	**61,214.06**	**- 60,089.07**	**1,124.99**
12/18/2023	Sold 16,000 Par Value Of U S Treasury Nt 4.875% 10/31/30 Trade Date 12/18/23 Sold Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8335202112015013 16,000 Par Value At 105.371125 % 91282CJG7	- 16,000.000	.00	16,859.38	- 16,488.75	370.63
Total U S Treasury Nt 4.875% 10/31/30		**- 16,000.000**	**.00**	**16,859.38**	**- 16,488.75**	**370.63**
12/13/2023	Sold 30,000 Par Value Of U S Treasury Nt 4.875% 11/30/25 Trade Date 12/13/23 Sold Through Wells Fargo Securities, LLC Swift External Ref#: 8334702112993402 30,000 Par Value At 100.32423333 % 91282CJL6	- 30,000.000	.00	30,097.27	- 30,089.06	8.21
12/18/2023	Sold 70,000 Par Value Of U S Treasury Nt 4.875% 11/30/25 Trade Date 12/18/23 Sold Through Barclays Capital Inc. Fixed In Swift External Ref#: 8335202112015066 70,000 Par Value At 100.76952857 % 91282CJL6	- 70,000.000	.00	70,538.67	- 70,207.82	330.85
Total U S Treasury Nt 4.875% 11/30/25		**- 100,000.000**	**.00**	**100,635.94**	**- 100,296.88**	**339.06**
Total Government Issues		**- 336,923.170**	**.00**	**332,623.18**	**- 324,092.40**	**8,530.78**

Corporate Issues

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/11/2023	Paid Down 2,123.43 Par Value Of Delta Air Lines 5.000% 12/10/29 Trade Date 12/10/23 247361ZW1	- 2,123.430	.00	2,123.43	- 1,836.77	286.66
Total Delta Air Lines 5.000% 12/10/29		**- 2,123.430**	**.00**	**2,123.43**	**- 1,836.77**	**286.66**
12/20/2023	Sold 19,000 Par Value Of Intuit Sr Nt 5.500% 9/15/53 Trade Date 12/20/23 Sold Through Goldman Sachs & Co. LLC Swift External Ref#: 8335402112054991 19,000 Par Value At 109.048 % 46124HAH9	- 19,000.000	.00	20,719.12	- 18,034.23	2,684.89
Total Intuit Sr Nt 5.500% 9/15/53		**- 19,000.000**	**.00**	**20,719.12**	**- 18,034.23**	**2,684.89**
12/12/2023	Sold 15,000 Par Value Of Philip Morris Intl 5.375% 2/15/33 Trade Date 12/12/23 Sold Through Truist Securities Inc. Swift External Ref#: 8334602112991861 15,000 Par Value At 99.357 % 718172DB2	- 15,000.000	.00	14,903.55	- 14,239.20	664.35
Total Philip Morris Intl 5.375% 2/15/33		**- 15,000.000**	**.00**	**14,903.55**	**- 14,239.20**	**664.35**
12/12/2023	Sold 17,000 Par Value Of Quest Diagnostics 6.400% 11/30/33 Trade Date 12/12/23 Sold Through Bnp Paribas Securities Bond Swift External Ref#: 8334602112991193 17,000 Par Value At 107.62 % 74834LBD1	- 17,000.000	.00	18,295.40	- 17,315.18	980.22
Total Quest Diagnostics 6.400% 11/30/33		**- 17,000.000**	**.00**	**18,295.40**	**- 17,315.18**	**980.22**

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/12/2023	Sold 10,000 Par Value Of Simon Ppty Group L P 6.250% 1/15/34 Trade Date 12/12/23 Sold Through Truist Securities Inc. Swift External Ref#: 8334602112991966 10,000 Par Value At 105.044 % 828807DW4	- 10,000.000	.00	10,504.40	- 9,901.40	603.00
Total Simon Ppty Group L P 6.250% 1/15/34		**- 10,000.000**	**.00**	**10,504.40**	**- 9,901.40**	**603.00**
Total Corporate Issues		**- 63,123.430**	**.00**	**66,545.90**	**- 61,326.78**	**5,219.12**
Foreign Issues						
12/14/2023	Sold 14,000 Par Value Of Pfizer Investment 5.300% 5/19/53 Trade Date 12/14/23 Sold Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 8334802112999784 14,000 Par Value At 104.15 % 716973AG7	- 14,000.000	.00	14,581.00	- 12,766.32	1,814.68
Total Pfizer Investment 5.300% 5/19/53		**- 14,000.000**	**.00**	**14,581.00**	**- 12,766.32**	**1,814.68**
Total Foreign Issues		**- 14,000.000**	**.00**	**14,581.00**	**- 12,766.32**	**1,814.68**
Mutual Funds-Equity						
12/11/2023	Receive Lt Capital Gains Distribution On Columbia Contrarian Core Fund 0.7862 USD/Share On 19,180.586 Shares Due 12/11/23 Lt Capital Gain Of 15,080.35 USD On Federal Cost 19766M709	.000	.00	15,080.35	.00	15,080.35
Total Columbia Contrarian Core Fund		**.000**	**.00**	**15,080.35**	**.00**	**15,080.35**

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/18/2023	Receive Lt Capital Gains Distribution On Dodge Cox Stock Fund I 3.98 USD/Share On 2,298.386 Shares Due 12/19/23 Lt Capital Gain Of 9,147.57 USD On Federal Cost 256219106	.000	.00	9,147.57	.00	9,147.57
12/18/2023	Receive ST Capital Gains Distribution On Dodge Cox Stock Fund I 0.054 USD/Share On 2,298.386 Shares Due 12/19/23 ST Capital Gain Of 124.11 USD On Federal Cost 256219106	.000	.00	124.11	.00	124.11
Total Dodge Cox Stock Fund I		**.000**	**.00**	**9,271.68**	**.00**	**9,271.68**
12/20/2023	Receive Lt Capital Gains Distribution On Emerald Growth Institutional 0.6486 USD/Share On 18,085.174 Shares Due 12/21/23 Lt Capital Gain Of 11,730.77 USD On Federal Cost 317609253	.000	.00	11,730.77	.00	11,730.77
12/21/2023	Sold 325.19 Shares Of Emerald Growth Institutional Trade Date 12/21/23 325.19 Shares At 24.41 USD 317609253	- 325.190	.00	7,937.89	- 7,449.58	488.31
Total Emerald Growth Institutional		**- 325.190**	**.00**	**19,668.66**	**- 7,449.58**	**12,219.08**
12/21/2023	Sold 231.879 Shares Of Harbor Capital Appreciaton Cl R Trade Date 12/21/23 231.879 Shares At 96.75 USD 411512528	- 231.879	.00	22,434.29	- 17,669.84	4,764.45
Total Harbor Capital Appreciaton Cl R		**- 231.879**	**.00**	**22,434.29**	**- 17,669.84**	**4,764.45**

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/21/2023	Sold 364 Shares Of Ishares Russell Mid Cap Etf Trade Date 12/21/23 Sold Through Goldman Sachs & Co. LLC Paid 12.74 USD Brokerage Paid 0.22 USD Sec Fee 364 Shares At 76.8707 USD 464287499	- 364.000	12.74	27,967.97	- 21,647.73	6,320.24
Total Ishares Russell Mid Cap Etf		**- 364.000**	**12.74**	**27,967.97**	**- 21,647.73**	**6,320.24**
12/21/2023	Sold 47 Shares Of Ishares S P 500 Growth Etf Trade Date 12/21/23 Sold Through Goldman Sachs & Co. LLC Paid 1.65 USD Brokerage Paid 0.03 USD Sec Fee 47 Shares At 74.737 USD 464287309	- 47.000	1.65	3,510.96	- 2,805.74	705.22
Total Ishares S P 500 Growth Etf		**- 47.000**	**1.65**	**3,510.96**	**- 2,805.74**	**705.22**
12/19/2023	Receive Lt Capital Gains Distribution On Mfs International Growth R6 0.4657 USD/Share On 3,825.941 Shares Due 12/20/23 Lt Capital Gain Of 1,781.55 USD On Federal Cost 552746356	.000	.00	1,781.55	.00	1,781.55
12/19/2023	Receive ST Capital Gains Distribution On Mfs International Growth R6 0.0818 USD/Share On 3,825.941 Shares Due 12/20/23 ST Capital Gain Of 312.81 USD On Federal Cost 552746356	.000	.00	312.81	.00	312.81
Total Mfs International Growth R6		**.000**	**.00**	**2,094.36**	**.00**	**2,094.36**

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/13/2023	Receive Lt Capital Gains Distribution On Undiscovered Mgrs Behavioral Value 3.4811 USD/Share On 5,270.505 Shares Due 12/14/23 Lt Capital Gain Of 18,347.32 USD On Federal Cost 904504479	.000	.00	18,347.32	.00	18,347.32
12/13/2023	Receive ST Capital Gains Distribution On Undiscovered Mgrs Behavioral Value 1.8061 USD/Share On 5,270.505 Shares Due 12/14/23 ST Capital Gain Of 9,519.32 USD On Federal Cost 904504479	.000	.00	9,519.32	.00	9,519.32
Total Undiscovered Mgrs Behavioral Value		**.000**	**.00**	**27,866.64**	**.00**	**27,866.64**
12/19/2023	Receive Lt Capital Gains Distribution On Vanguard Growth & Income Adm Shs#593 6.6813 USD/Share On 12,856.092 Shares Due 12/20/23 Lt Capital Gain Of 85,895.65 USD On Federal Cost 921913208	.000	.00	85,895.65	.00	85,895.65
Total Vanguard Growth & Income Adm Shs#593		**.000**	**.00**	**85,895.65**	**.00**	**85,895.65**
12/21/2023	Sold 150 Shares Of Vanguard Real Estate Etf Trade Date 12/21/23 Sold Through Goldman Sachs & Co. LLC Paid 5.25 USD Brokerage Paid 0.10 USD Sec Fee 150 Shares At 86.7739 USD 922908553	- 150.000	5.25	13,010.74	- 12,476.23	534.51
Total Vanguard Real Estate Etf		**- 150.000**	**5.25**	**13,010.74**	**- 12,476.23**	**534.51**
Total Mutual Funds-Equity		**- 1,118.069**	**19.64**	**226,801.30**	**- 62,049.12**	**164,752.18**

Mutual Funds-Fixed Income

SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
12/21/2023	Sold 11,404 Shares Of Ishares US Treasury Bond Etf Trade Date 12/21/23 Sold Through J.P. Morgan Securities LLC Paid 399.14 USD Brokerage Paid 2.10 USD Sec Fee 11,404 Shares At 22.995 USD 46429B267	- 11,404.000	399.14	261,833.74	- 263,394.04	- 1,560.30
Total Ishares US Treasury Bond Etf		**- 11,404.000**	**399.14**	**261,833.74**	**- 263,394.04**	**- 1,560.30**
Total Mutual Funds-Fixed Income		**- 11,404.000**	**399.14**	**261,833.74**	**- 263,394.04**	**- 1,560.30**
Total Sales And Maturities		**- 756,468.059**	**418.78**	**1,232,284.51**	**- 1,053,528.05**	**178,756.46**

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

BOND SUMMARY

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
SHORT-TERM MATURITY DETAIL			
91 to 120 Days			
Bank Nova Scotia 0.700% 4/15/24	35,000.00	34,525.05	33.44
Bank Of Ny Mtn 0.500% 4/26/24	35,000.00	34,442.10	33.35
Total 91 to 120 Days	**70,000.00**	**68,967.15**	**66.79**
121 to 180 Days			
Hormel Foods Corp 0.650% 6/03/24	35,000.00	34,300.00	33.21
Total 121 to 180 Days	**35,000.00**	**34,300.00**	**33.21**
Total	**105,000.00**	**103,267.15**	**100.00**
MATURITY SUMMARY			
2023	.00	.00	0.00
2024	175,000.00	171,351.25	4.42
2025	356,000.00	359,407.42	9.26
2026	75,000.00	71,626.50	1.85
2027	151,428.84	144,344.87	3.72
2028	339,000.00	336,762.71	8.68
2029	62,135.96	59,694.37	1.54
2030	20,000.00	18,134.20	0.46
2031	22,000.00	18,803.40	0.48
2032	51,000.00	58,557.86	1.51
2033 - 2037	414,866.63	427,419.17	11.00
2038 - 2042	38,000.00	37,249.66	0.95
2043 - 2047	297,000.00	293,790.74	7.56
2048 - 2052	1,722,178.04	1,625,594.51	41.86
OVER 2052	256,000.00	260,659.42	6.71
Total	**3,979,609.47**	**3,883,396.08**	**100.00**

BOND SUMMARY (continued)

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
MOODY'S RATING			
Aaa	1,239,000.00	1,250,818.63	32.20
Aa2	24,000.00	20,053.44	0.52
Aa3	44,866.63	42,902.26	1.10
A1	188,000.00	184,057.54	4.74
A2	244,000.00	247,594.80	6.38
A3	79,135.96	77,788.23	2.00
Baa1	109,000.00	102,730.36	2.65
Baa2	201,000.00	195,463.11	5.03
Baa3	115,000.00	105,046.75	2.71
Ba1	17,000.00	17,530.06	0.45
N/A	1,718,606.88	1,639,410.90	42.22
Total	**3,979,609.47**	**3,883,396.08**	**100.00**
S&P RATING			
AAA	255,000.00	245,821.50	6.33
AA	24,000.00	20,053.44	0.52
AA-	26,866.63	22,322.14	0.57
A+	71,000.00	72,698.49	1.87
A	192,000.00	196,211.97	5.06
A-	267,428.84	260,487.37	6.71
BBB+	189,135.96	173,375.75	4.46
BBB	178,000.00	178,458.09	4.60
BBB-	122,000.00	117,046.17	3.01
N/A	2,654,178.04	2,596,921.16	66.87
Total	**3,979,609.47**	**3,883,396.08**	**100.00**

BOND QUALITY SCHEDULE

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Aaa Bonds						
Bmw Veh Owner Tr 3.440% 12/26/28 05602RAE1 Standard & Poors Rating: AAA	100,000.000	97.5070	97,507.00	95,808.59	1,698.41	3.99
Ford Cr Aut Own Tr 0.490% 9/15/26 34532NAD7 Standard & Poors Rating: AAA	75,000.000	95.5020	71,626.50	70,822.27	804.23	2.20
Ford Cr Auto Owner 5.980% 6/15/28 345295AF6 Standard & Poors Rating: N/A	45,000.000	101.8230	45,820.35	45,149.41	670.94	5.52
U S Treasury Bd 3.625% 5/15/53 912810TR9 Standard & Poors Rating: N/A	50,000.000	92.4530	46,226.50	41,119.14	5,107.36	4.07
U S Treasury Bd 4.000% 8/15/53 912810TT5 Standard & Poors Rating: N/A	78,000.000	101.0780	78,840.84	74,746.01	4,094.83	3.94
U S Treasury Bd 4.500% 8/15/43 912810TU2 Standard & Poors Rating: N/A	250,000.000	102.0780	255,195.00	232,812.50	22,382.50	4.34
U S Treasury Nt 4.750% 11/15/33 91282CJJ1 Standard & Poors Rating: N/A	221,000.000	104.9840	232,014.64	228,360.00	3,654.64	4.13
U S Treasury Nt 4.875% 11/30/25 91282CJL6 Standard & Poors Rating: N/A	40,000.000	101.0350	40,414.00	40,118.75	295.25	4.31
U S Treasury Nt 5.000% 10/31/25 91282CJE2 Standard & Poors Rating: N/A	280,000.000	101.1410	283,194.80	280,895.32	2,299.48	4.34

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
World Omni Aut Lea 5.570% 7/17/28 981944AE1 Standard & Poors Rating: N/A	100,000.000	99.9790	99,979.00	98,414.06	1,564.94	5.58
Total Aaa Bonds			**1,250,818.63**	**1,208,246.05**	**42,572.58**	
Aa2 Bonds						
Berkshire Hathaway 3.850% 3/15/52 Next Call Date 09/15/2051 084664DB4 Standard & Poors Rating: AA	24,000.000	83.5560	20,053.44	17,598.96	2,454.48	4.94
Aa3 Bonds						
Fedex 2020 1 Class 1.875% 2/20/34 314353AA1 Standard & Poors Rating: AA-	26,866.630	83.0850	22,322.14	21,195.35	1,126.79	3.91
Southern Ca Gas Co 6.350% 11/15/52 Next Call Date 05/15/2052 842434CX8 Standard & Poors Rating: A+	18,000.000	114.3340	20,580.12	18,101.52	2,478.60	5.37
Total Aa3 Bonds			**42,902.26**	**39,296.87**	**3,605.39**	
A1 Bonds						
Bank Of America Mtn 3.194% 7/23/30 Next Call Date 07/23/2029 06051GHV4 Standard & Poors Rating: A-	20,000.000	90.6710	18,134.20	22,159.40	- 4,025.20	4.87
Bank Of Ny Mtn 0.500% 4/26/24 Next Call Date 03/26/2024 06406RAS6 Standard & Poors Rating: A	35,000.000	98.4060	34,442.10	34,203.05	239.05	5.57

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Commonwealth Edison 5.875% 2/01/33 202795HG8 Standard & Poors Rating: A	20,000.000	105.7040	21,140.80	20,078.40	1,062.40	5.08
Hormel Foods Corp 0.650% 6/03/24 440452AG5 Standard & Poors Rating: A-	35,000.000	98.0000	34,300.00	34,012.65	287.35	5.49
Mizuho Financial 2.555% 9/13/25 Next Call Date 09/13/2024 60687YAZ2 Standard & Poors Rating: A-	18,000.000	97.9780	17,636.04	17,473.14	162.90	3.79
Public Service Co 5.250% 4/01/53 Next Call Date 10/01/2052 744448CY5 Standard & Poors Rating: A	20,000.000	99.5390	19,907.80	17,455.40	2,452.40	5.28
Royal Bk Cda Mtn 5.200% 8/01/28 78016HZS2 Standard & Poors Rating: A	18,000.000	101.9230	18,346.14	17,579.88	766.26	4.39
Wells Fargo Co Mtn 2.393% 6/02/28 Next Call Date 06/02/2027 95000U2S1 Standard & Poors Rating: BBB+	22,000.000	91.5930	20,150.46	19,447.12	703.34	4.51
Total A1 Bonds			**184,057.54**	**182,409.04**	**1,648.50**	
A2 Bonds						
Bank Nova Scotia 0.700% 4/15/24 0641593X2 Standard & Poors Rating: A-	35,000.000	98.6430	34,525.05	34,229.30	295.75	5.46
Entergy LLC 5.000% 9/01/33 Next Call Date 06/01/2033 29366WAD8 Standard & Poors Rating: A	21,000.000	100.6120	21,128.52	19,642.35	1,486.17	4.92

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Goldman Sachs 1.948% 10/21/27 Next Call Date 10/21/2026 38141GYM0 Standard & Poors Rating: BBB+	22,000.000	91.4820	20,126.04	19,460.54	665.50	4.40
Idaho Pwr Co 5.800% 4/01/54 Next Call Date 10/01/2053 45138LBJ1 Standard & Poors Rating: A-	19,000.000	106.8140	20,294.66	17,849.55	2,445.11	5.34
Nevada Power Co 6.000% 3/15/54 Next Call Date 09/15/2053 641423CG1 Standard & Poors Rating: A	19,000.000	109.7070	20,844.33	18,213.59	2,630.74	5.35
Northern Tr Corp 6.125% 11/02/32 Next Call Date 08/02/2032 665859AX2 Standard & Poors Rating: A	20,000.000	107.3830	21,476.60	19,867.80	1,608.80	5.08
Public Storage 5.350% 8/01/53 Next Call Date 02/01/2053 74460WAH0 Standard & Poors Rating: A	20,000.000	104.4050	20,881.00	17,968.40	2,912.60	5.06
Salesforce Com Inc 0.625% 7/15/24 79466LAG9 Standard & Poors Rating: A+	35,000.000	97.4790	34,117.65	33,838.00	279.65	5.44
Schwab Charles Corp 6.196% 11/17/29 Next Call Date 11/17/2028 808513CJ2 Standard & Poors Rating: A-	15,000.000	104.8650	15,729.75	15,000.00	729.75	5.22
Southern Calif 5.875% 12/01/53 Next Call Date 06/01/2053 842400HX4 Standard & Poors Rating: A-	19,000.000	107.5080	20,426.52	17,553.91	2,872.61	5.37

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Westar Energy Inc 3.100% 4/01/27 Next Call Date 01/01/2027 95709TAP5 Standard & Poors Rating: A	19,000.000	94.9720	18,044.68	17,681.21	363.47	4.79
Total A2 Bonds			**247,594.80**	**231,304.65**	**16,290.15**	
A3 Bonds						
American Honda Mtn 5.125% 7/07/28 02665WEM9 Standard & Poors Rating: A-	18,000.000	102.8390	18,511.02	17,759.88	751.14	4.42
Consolidated Edison 5.700% 12/01/36 209111EQ2 Standard & Poors Rating: A-	11,000.000	103.4290	11,377.19	10,346.93	1,030.26	5.33
Delta Air Lines 5.000% 12/10/29 247361ZW1 Standard & Poors Rating: BBB+	32,135.960	88.1860	28,339.42	27,797.61	541.81	7.50
Marsh McLennan Cos 5.700% 9/15/53 Next Call Date 03/15/2053 571748BV3 Standard & Poors Rating: A-	18,000.000	108.6700	19,560.60	17,295.66	2,264.94	5.13
Total A3 Bonds			**77,788.23**	**73,200.08**	**4,588.15**	
Baa1 Bonds						
Amgen Inc 5.650% 3/02/53 Next Call Date 09/02/2052 031162DT4 Standard & Poors Rating: BBB+	13,000.000	105.2090	13,677.17	11,941.41	1,735.76	5.30
Capital One Finl 5.817% 2/01/34 Next Call Date 02/01/2033 14040HCY9 Standard & Poors Rating: BBB	16,000.000	99.5130	15,922.08	14,411.52	1,510.56	5.88

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Electronic Arts Inc 2.950% 2/15/51 Next Call Date 08/15/2050 285512AF6 Standard & Poors Rating: BBB+	29,000.000	70.7090	20,505.61	17,405.51	3,100.10	4.92
Nextera Energy Cap 6.051% 3/01/25 65339KBP4 Standard & Poors Rating: BBB+	18,000.000	100.9032	18,162.58	18,018.18	144.40	5.25
Suncor Energy Inc 5.950% 12/01/34 867229AD8 Standard & Poors Rating: BBB	18,000.000	104.6540	18,837.72	17,308.80	1,528.92	5.38
Sysco Corp 5.750% 1/17/29 Next Call Date 12/17/2028 871829BS5 Standard & Poors Rating: BBB	15,000.000	104.1680	15,625.20	14,970.00	655.20	4.81
Total Baa1 Bonds			**102,730.36**	**94,055.42**	**8,674.94**	
Baa2 Bonds						
At T Inc 5.400% 2/15/34 00206RMT6 Standard & Poors Rating: BBB	24,000.000	103.1330	24,751.92	22,920.23	1,831.69	5.00
Black Hills Corp 1.037% 8/23/24 092113AU3 Standard & Poors Rating: BBB+	35,000.000	97.0470	33,966.45	33,628.35	338.10	5.77
Citigroup Inc Sub 6.174% 5/25/34 Next Call Date 05/25/2033 17327CAR4 Standard & Poors Rating: BBB	20,000.000	103.4780	20,695.60	19,087.20	1,608.40	5.73
Cvs Caremark 6.125% 9/15/39 126650BR0 Standard & Poors Rating: BBB	5,000.000	106.2000	5,310.00	5,017.55	292.45	5.53

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Cvs Health Corp 5.050% 3/25/48 Next Call Date 09/25/2047 126650CZ1 Standard & Poors Rating: BBB	17,000.000	93.5310	15,900.27	13,872.00	2,028.27	5.54
Essential Utils Inc 3.351% 4/15/50 Next Call Date 10/15/2049 29670GAE2 Standard & Poors Rating: A-	29,000.000	70.7110	20,506.19	17,855.88	2,650.31	5.46
Extra Space Storage 5.700% 4/01/28 Next Call Date 03/01/2028 30225VAJ6 Standard & Poors Rating: BBB+	18,000.000	102.4890	18,448.02	17,742.42	705.60	5.04
Motorola Solutions 2.750% 5/24/31 Next Call Date 02/24/2031 620076BU2 Standard & Poors Rating: BBB-	22,000.000	85.4700	18,803.40	17,486.48	1,316.92	5.14
Sprint Capital Corp 8.750% 3/15/32 852060AT9 Standard & Poors Rating: BBB-	15,000.000	123.4260	18,513.90	17,275.05	1,238.85	5.20
Weyerhaeuser Co 7.375% 3/15/32 962166BR4 Standard & Poors Rating: BBB	16,000.000	116.0460	18,567.36	17,236.48	1,330.88	4.97
Total Baa2 Bonds			**195,463.11**	**182,121.64**	**13,341.47**	
Baa3 Bonds						
Discovery 5.200% 9/20/47 Next Call Date 03/20/2047 25470DAT6 Standard & Poors Rating: BBB-	19,000.000	86.1500	16,368.50	14,254.56	2,113.94	6.34

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
Energy Transfer L P 6.550% 12/01/33 Next Call Date 09/01/2033 29273VAU4 Standard & Poors Rating: BBB	19,000.000	108.5300	20,620.70	19,229.52	1,391.18	5.43
Mattel Inc 5.450% 11/01/41 Next Call Date 05/01/2041 577081AW2 Standard & Poors Rating: BBB-	16,000.000	90.0600	14,409.60	12,916.16	1,493.44	6.39
Ovintiv Inc 6.250% 7/15/33 Next Call Date 04/15/2033 69047QAC6 Standard & Poors Rating: BBB-	18,000.000	103.3770	18,607.86	17,490.42	1,117.44	5.78
Pacific Gas Elec Co 4.950% 7/01/50 694308JN8 Standard & Poors Rating: BBB-	15,000.000	85.4190	12,812.85	12,974.85	- 162.00	6.06
Plains All Amer Pipe 4.300% 1/31/43 Next Call Date 07/31/2042 72650RBC5 Standard & Poors Rating: BBB	28,000.000	79.3830	22,227.24	19,544.00	2,683.24	6.15
Total Baa3 Bonds			**105,046.75**	**96,409.51**	**8,637.24**	
Ba1 Bonds						
Time Warner Cabl 7.300% 7/01/38 88732JAN8 Standard & Poors Rating: BBB-	17,000.000	103.1180	17,530.06	16,402.11	1,127.95	6.96
N/A Bonds						
F H L M C #Sd8237 4.000% 7/01/52 3132DWEJ8 Standard & Poors Rating: N/A	419,859.630	94.5860	397,128.43	373,215.84	23,912.59	4.33

BOND QUALITY SCHEDULE (continued)

MOODYS RATING

ASSET NAME	SHARES/ PAR VALUE	PRICE	MARKET	BOOK VALUE	UNREALIZED GAIN/LOSS	YIELD TO CALL/ MATURITY
F H L M C #Sd8244 4.000% 9/01/52 3132DWER0 Standard & Poors Rating: N/A	75,000.170	94.5830	70,937.41	70,347.81	589.60	4.33
F H L M C #Sd8288 5.000% 12/01/52 3132DWF57 Standard & Poors Rating: N/A	377,741.080	98.9680	373,842.79	357,083.37	16,759.42	5.07
F N M A #Ma4838 3.500% 11/01/52 31418ELU2 Standard & Poors Rating: N/A	430,292.310	91.7420	394,758.77	368,706.73	26,052.04	3.98
F N M A #Ma4867 4.500% 12/01/52 31418EMR8 Standard & Poors Rating: N/A	287,284.850	96.9660	278,568.63	263,718.51	14,850.12	4.69
Gm Fin Atmbl Lease 5.160% 1/20/27 362541AE4 Standard & Poors Rating: AAA	30,000.000	99.9350	29,980.50	29,630.86	349.64	5.18
Ssm Health Care Corp 4.894% 6/01/28 Next Call Date 03/01/2028 784710AC9 Standard & Poors Rating: A+	18,000.000	100.0040	18,000.72	17,646.48	354.24	4.89
Toyota Auto Rec 1.020% 3/15/27 89238JAD7 Standard & Poors Rating: AAA	50,000.000	93.4150	46,707.50	45,835.94	871.56	3.18
United Airlines 4.300% 2/15/27 909319AA3 Standard & Poors Rating: A-	30,428.840	96.9020	29,486.15	28,936.00	550.15	5.39
Total N/A Bonds			**1,639,410.90**	**1,555,121.54**	**84,289.36**	
GRAND TOTAL			**3,883,396.08**	**3,696,165.87**	**187,230.21**	



Brea CFD 2008 2 17 Reserve Fund - Account #10600

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

Chandler Team:
For questions about your account, please call (800) 317-4747,
or contact **operations@chandlerasset.com**

Custodian
Bank of New York Mellon Trust Company
Jane Thang
(213) 553-4343

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

Portfolio Summary

As of December 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.07
Average Coupon	1.95%
Average Purchase YTM	2.68%
Average Market YTM	4.36%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.18 yrs
Average Life	2.18 yrs

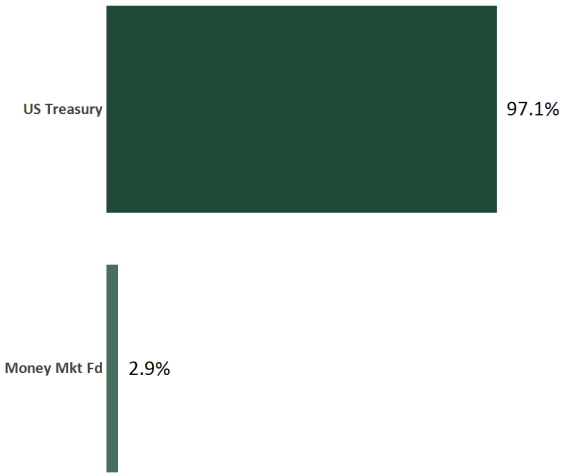
ACCOUNT SUMMARY

	Beg. Values as of 11/30/23	End Values as of 12/31/23
Market Value	673,817	682,362
Accrued Interest	1,518	1,544
Total Market Value	**675,335**	**683,906**
Income Earned	1,532	1,596
Cont/WD		0
Par	713,731	714,879
Book Value	696,752	698,322
Cost Value	696,076	697,224

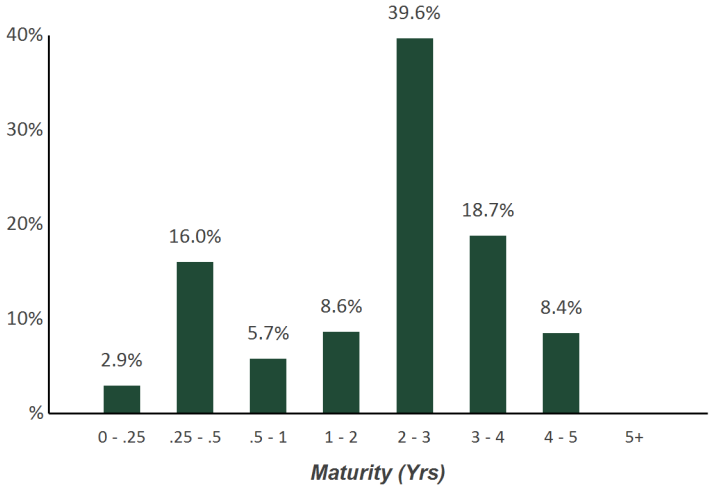
TOP ISSUERS

Government of United States	97.1%
Invesco Treasury Portfolio MMF	2.9%
Total	**100.0%**

SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**6/30/2018**
Brea CFD 2008 2 17 Reserve Fund	1.28%	2.76%	4.91%	4.91%	0.78%	0.29%	1.75%	N/A	1.94%
ICE BofA 3-5 Yr US Treasury & Agency Index	2.04%	4.02%	4.35%	4.35%	-1.94%	-1.94%	1.01%	N/A	1.32%

Reconciliation Summary

As of December 31, 2023

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		**$696,752.08**
Acquisition		
+ Security Purchases	$0.00	
+ Money Market Fund Purchases	$1,147.87	
+ Money Market Contributions	$0.00	
+ Security Contributions	$0.00	
+ Security Transfers	$0.00	
Total Acquisitions		**$1,147.87**
Dispositions		
- 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**
Amortization/Accretion		
+/- Net Accretion	$422.01	
		$422.01
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	$0.00	
		$0.00
ENDING BOOK VALUE		**$698,321.96**

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		**$18,730.80**
Acquisition		
Contributions	$0.00	
Security Sale Proceeds	$0.00	
Accrued Interest Received	$0.00	
Interest Received	$1,078.13	
Dividend Received	$69.74	
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	**$1,147.87**	
Dispositions		
Withdrawals	$0.00	
Security Purchase	$0.00	
Accrued Interest Paid	$0.00	
Total Dispositions	**$0.00**	
ENDING BOOK VALUE		**$19,878.67**

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	19,878.67	Various 4.97%	19,878.67 19,878.67	1.00 4.97%	19,878.67 0.00	2.91% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**19,878.67**	**4.97%**	**19,878.67** **19,878.67**	**4.97%**	**19,878.67** **0.00**	**2.91%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
US TREASURY									
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	110,000.00	06/18/2019 1.84%	113,381.64 110,254.76	99.02 5.15%	108,925.74 355.08	15.98% (1,329.02)	Aaa / AA+ AA+	0.37 0.37
912828G38	US Treasury Note 2.25% Due 11/15/2024	40,000.00	03/15/2022 2.01%	40,251.56 40,082.31	97.76 4.90%	39,104.68 116.21	5.73% (977.63)	Aaa / AA+ AA+	0.88 0.85
91282CEU1	US Treasury Note 2.875% Due 6/15/2025	60,000.00	07/05/2023 5.01%	57,658.59 58,248.89	97.73 4.50%	58,640.64 80.12	8.59% 391.75	Aaa / AA+ AA+	1.46 1.40
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	115,000.00	12/30/2020 0.38%	114,986.52 114,994.61	92.68 4.23%	106,577.17 1.18	15.58% (8,417.44)	Aaa / AA+ AA+	2.00 1.95
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	60,000.00	01/19/2022 1.53%	57,309.38 58,608.99	92.39 4.23%	55,434.36 94.16	8.12% (3,174.63)	Aaa / AA+ AA+	2.09 2.03
912828R36	US Treasury Note 1.625% Due 5/15/2026	55,000.00	01/19/2022 1.56%	55,154.69 55,084.90	94.35 4.15%	51,893.38 115.40	7.60% (3,191.52)	Aaa / AA+ AA+	2.37 2.28
912828U24	US Treasury Note 2% Due 11/15/2026	60,000.00	07/05/2023 4.52%	55,328.91 56,009.79	94.54 4.03%	56,723.46 154.95	8.32% 713.67	Aaa / AA+ AA+	2.88 2.74
912828X88	US Treasury Note 2.375% Due 5/15/2027	75,000.00	06/28/2022 3.30%	71,906.25 72,863.38	94.98 3.98%	71,235.38 230.00	10.45% (1,628.00)	Aaa / AA+ AA+	3.37 3.19
9128283F5	US Treasury Note 2.25% Due 11/15/2027	60,000.00	07/05/2023 4.35%	55,035.94 55,593.73	94.02 3.93%	56,414.04 174.31	8.27% 820.31	Aaa / AA+ AA+	3.88 3.64
9128284N7	US Treasury Note 2.875% Due 5/15/2028	60,000.00	07/05/2023 4.28%	56,332.03 56,701.93	95.89 3.91%	57,534.36 222.73	8.45% 832.43	Aaa / AA+ AA+	4.38 4.04
Total US Treasury		**695,000.00**	**2.61%**	**677,345.51** **678,443.29**	**4.34%**	**662,483.21** **1,544.14**	**97.09%** **(15,960.08)**	**Aaa / AA+** **AA+**	**2.24** **2.14**
TOTAL PORTFOLIO		**714,878.67**	**2.68%**	**697,224.18** **698,321.96**	**4.36%**	**682,361.88** **1,544.14**	**100.00%** **(15,960.08)**	**Aaa / AA+** **AA+**	**2.18** **2.07**
TOTAL MARKET VALUE PLUS ACCRUED						**683,906.02**			

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/04/2023	825252109	69.74	Invesco Treasury MMFD Private Class	1.000	4.97%	69.74	0.00	69.74	0.00
Purchase	12/15/2023	825252109	862.50	Invesco Treasury MMFD Private Class	1.000	4.97%	862.50	0.00	862.50	0.00
Purchase	12/31/2023	825252109	215.63	Invesco Treasury MMFD Private Class	1.000	4.97%	215.63	0.00	215.63	0.00
Subtotal			**1,147.87**				**1,147.87**	**0.00**	**1,147.87**	**0.00**
TOTAL ACQUISITIONS			**1,147.87**				**1,147.87**	**0.00**	**1,147.87**	**0.00**
OTHER TRANSACTIONS										
Interest	12/15/2023	91282CEU1	60,000.00	US Treasury Note 2.875% Due 6/15/2025	0.000		862.50	0.00	862.50	0.00
Interest	12/31/2023	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.000		215.63	0.00	215.63	0.00
Subtotal			**175,000.00**				**1,078.13**	**0.00**	**1,078.13**	**0.00**
Dividend	12/04/2023	825252109	18,730.80	Invesco Treasury MMFD Private Class	0.000		69.74	0.00	69.74	0.00
Subtotal			**18,730.80**				**69.74**	**0.00**	**69.74**	**0.00**
TOTAL OTHER TRANSACTIONS			**193,730.80**				**1,147.87**	**0.00**	**1,147.87**	**0.00**

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						
9128283F5	US Treasury Note 2.25% Due 11/15/2027	07/05/2023 07/06/2023 60,000.00	55,497.13 0.00 0.00 55,593.73	59.34 0.00 174.31 114.97	96.60 0.00 96.60 211.57	211.57
9128284N7	US Treasury Note 2.875% Due 05/15/2028	07/05/2023 07/06/2023 60,000.00	56,637.87 0.00 0.00 56,701.93	75.82 0.00 222.73 146.91	64.06 0.00 64.06 210.97	210.97
912828G38	US Treasury Note 2.25% Due 11/15/2024	03/15/2022 03/16/2022 40,000.00	40,090.30 0.00 0.00 40,082.31	39.56 0.00 116.21 76.65	0.00 7.99 (7.99) 68.66	68.66
912828R36	US Treasury Note 1.625% Due 05/15/2026	01/19/2022 01/20/2022 55,000.00	55,087.95 0.00 0.00 55,084.90	39.29 0.00 115.40 76.11	0.00 3.05 (3.05) 73.06	73.06
912828U24	US Treasury Note 2% Due 11/15/2026	07/05/2023 07/06/2023 60,000.00	55,891.88 0.00 0.00 56,009.79	52.75 0.00 154.95 102.20	117.91 0.00 117.91 220.11	220.11
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	06/18/2019 06/19/2019 110,000.00	110,313.25 0.00 0.00 110,254.76	120.88 0.00 355.08 234.20	0.00 58.49 (58.49) 175.71	175.71
912828X88	US Treasury Note 2.375% Due 05/15/2027	06/28/2022 06/29/2022 75,000.00	72,809.53 0.00 0.00 72,863.38	78.30 0.00 230.00 151.70	53.85 0.00 53.85 205.55	205.55
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	12/30/2020 12/31/2020 115,000.00	114,994.38 0.00 0.00 114,994.61	180.47 215.63 1.18 36.34	0.23 0.00 0.23 36.57	36.57
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	01/19/2022 01/20/2022 60,000.00	58,552.33 0.00 0.00 58,608.99	75.20 0.00 94.16 18.96	56.66 0.00 56.66 75.62	75.62

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
91282CEU1	US Treasury	07/05/2023	58,146.66	796.52	102.23	248.33
	Note	07/06/2023	0.00	862.50	0.00	
	2.875% Due 06/15/2025	60,000.00	0.00	80.12	102.23	
			58,248.89	146.10	248.33	
			678,021.28	**1,518.13**	**491.54**	
			0.00	**1,078.13**	**69.53**	
			0.00	**1,544.14**	**422.01**	
Total Fixed Income		**695,000.00**	**678,443.29**	**1,104.14**	**1,526.15**	**1,526.15**
CASH & EQUIVALENT						
825252109	Invesco	Various	18,730.80	0.00	0.00	69.74
	Treasury MMFD Private Class	Various	1,147.87	69.74	0.00	
		19,878.67	0.00	0.00	0.00	
			19,878.67	69.74	69.74	
			18,730.80	**0.00**	**0.00**	
			1,147.87	**69.74**	**0.00**	
			0.00	**0.00**	**0.00**	
Total Cash & Equivalent		**19,878.67**	**19,878.67**	**69.74**	**69.74**	**69.74**
			696,752.08	**1,518.13**	**491.54**	
			1,147.87	**1,147.87**	**69.53**	
			0.00	**1,544.14**	**422.01**	
TOTAL PORTFOLIO		**714,878.67**	**698,321.96**	**1,173.88**	**1,595.89**	**1,595.89**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/31/2024	Interest	91282CBH3	60,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	112.50	112.50
JAN 2024					**0.00**	**112.50**	**112.50**
05/15/2024	Interest	9128283F5	60,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	675.00	675.00
05/15/2024	Interest	912828U24	60,000.00	US Treasury Note 2% Due 11/15/2026	0.00	600.00	600.00
05/15/2024	Interest	9128284N7	60,000.00	US Treasury Note 2.875% Due 5/15/2028	0.00	862.50	862.50
05/15/2024	Interest	912828G38	40,000.00	US Treasury Note 2.25% Due 11/15/2024	0.00	450.00	450.00
05/15/2024	Interest	912828R36	55,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	446.88	446.88
05/15/2024	Interest	912828X88	75,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	890.63	890.63
05/15/2024	Maturity	912828WJ5	110,000.00	US Treasury Note 2.5% Due 5/15/2024	110,000.00	1,375.00	111,375.00
MAY 2024					**110,000.00**	**5,300.01**	**115,300.01**
06/15/2024	Interest	91282CEU1	60,000.00	US Treasury Note 2.875% Due 6/15/2025	0.00	862.50	862.50
06/30/2024	Interest	91282CBC4	115,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	215.63	215.63
JUN 2024					**0.00**	**1,078.13**	**1,078.13**
07/31/2024	Interest	91282CBH3	60,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	112.50	112.50
JUL 2024					**0.00**	**112.50**	**112.50**
11/15/2024	Interest	9128284N7	60,000.00	US Treasury Note 2.875% Due 5/15/2028	0.00	862.50	862.50
11/15/2024	Interest	912828X88	75,000.00	US Treasury Note 2.375% Due 5/15/2027	0.00	890.63	890.63
11/15/2024	Interest	9128283F5	60,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	675.00	675.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2024	Interest	912828R36	55,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	446.88	446.88
11/15/2024	Interest	912828U24	60,000.00	US Treasury Note 2% Due 11/15/2026	0.00	600.00	600.00
11/15/2024	Maturity	912828G38	40,000.00	US Treasury Note 2.25% Due 11/15/2024	40,000.00	450.00	40,450.00
NOV 2024					**40,000.00**	**3,925.01**	**43,925.01**
12/15/2024	Interest	91282CEU1	60,000.00	US Treasury Note 2.875% Due 6/15/2025	0.00	862.50	862.50
DEC 2024					**0.00**	**862.50**	**862.50**
TOTAL					**150,000.00**	**11,390.65**	**161,390.65**

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.

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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	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

City Council Regular Meeting Communication

Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended December 31, 2023

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CITY/SUCCESSOR AGENCY - CONSENT Item: 7A

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is prepared in accordance with Government Code Sections (GCS) 41004 and 53607 and contains information on the Successor Agency's investment activities for the month of December. Funds received by the Successor Agency are typically spent within three to six months and are therefore 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 expenditure needs.

Attachment A includes an 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 December 31, 2023, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was $19,853 in comparison to $19,787 at November 30, 2023. 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) 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 all securities are held in the name of the Successor Agency. Attachment A includes a portfolio report from Chandler for each bond reserve account that is invested. As of December 31, 2023, the market value of these funds, including short-term cash and accrued interest was $322,242 as compared to $320,908 as of November 30, 2023.

FISCAL IMPACT/SUMMARY

During the month of December, the total value of the Successor Agency's investment portfolio increased by $66 and the total value of restricted investments increased by $1,334 due to market rate adjustments.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Faith Madrazo, Financial Services Manager, Revenue

Concurrence: Kristin Griffith, Director of Administrative Services and

Monica Lo, Deputy Director of Administrative Services

Attachments

Attachment A.pdf

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
December 31, 2023

			Book Value		Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	**$**	**388,382.16**	**$**	**388,382.16**
Local Agency Investment Fund	LAIF	**$**	**19,663.87**	**$**	**19,852.89**
Fiscal Agent Cash & Investments					
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	$	200,613.13	$	200,613.13
2016 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	$	38,398.52	$	38,398.52
2017 Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	$	83,230.02	$	83,230.02
Sub-total - Fiscal Agent Cash & Investments		**$**	**322,241.67**	**$**	**322,241.67**
Grand Total		**$**	**730,287.70**	**$**	**730,476.72**

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
December 31, 2023

Fiscal Agent Cash & Investments Detail		Book Value		Market Value
2013 Tax Allocation Bonds - **CHANDLER**	$	-	$	-
Short-Term Treasury Funds - **BNY**	$	200,613.13	$	200,613.13
Sub-total	**$**	**200,613.13**	**$**	**200,613.13**
2016 Tax Allocation Refunding Bonds, Series A & B - **CHANDLER**	$	-	$	-
Short-Term Treasury Funds - **BNY**	$	38,398.52	$	38,398.52
Sub-total	**$**	**38,398.52**	**$**	**38,398.52**
2017 Tax Allocation Refunding Bonds, Series A & B - **CHANDLER**	$	-	$	-
Short-Term Treasury Funds - **BNY**	$	83,230.02	$	83,230.02
Sub-total	**$**	**83,230.02**	**$**	**83,230.02**
Report Grand Total	**$**	**322,241.67**	**$**	**322,241.67**

Successor Agency to the Brea RDA LAIF - Account #10166

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

Chandler Team:
For questions about your account, please call (800) 317-4747,
or contact **operations@chandlerasset.com**

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.

Portfolio Summary

As of December 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	3.95%
Average Purchase YTM	3.95%
Average Market YTM	3.95%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

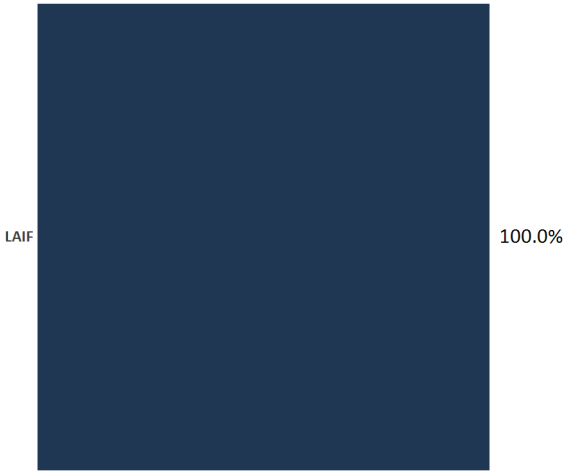
ACCOUNT SUMMARY

	Beg. Values as of 11/30/23	End Values as of 12/31/23
Market Value	19,664	19,664
Accrued Interest	124	189
Total Market Value	**19,788**	**19,853**
Income Earned	62	65
Cont/WD		0
Par	19,664	19,664
Book Value	19,664	19,664
Cost Value	19,664	19,664

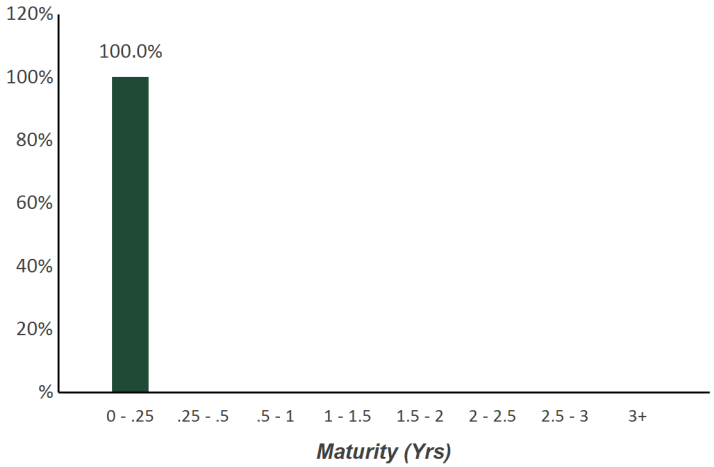
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	**100.0%**

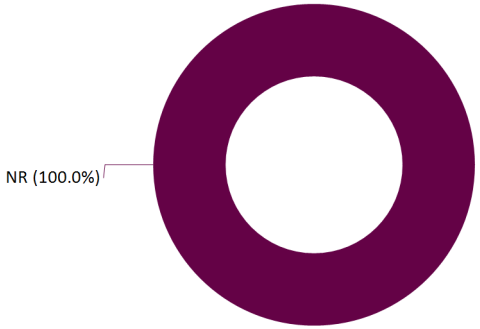
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of December 31, 2023

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	19,663.87	Various 3.95%	19,663.87 19,663.87	1.00 3.95%	19,663.87 189.02	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		**19,663.87**	**3.95%**	**19,663.87** **19,663.87**	**3.95%**	**19,663.87** **189.02**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL PORTFOLIO		**19,663.87**	**3.95%**	**19,663.87** **19,663.87**	**3.95%**	**19,663.87** **189.02**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL MARKET VALUE PLUS ACCRUED						**19,852.89**			

Transaction Ledger - no data for this time period

Income Earned

As of December 31, 2023

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 Various 19,663.87	19,663.87 0.00 0.00 19,663.87	123.74 0.00 189.02 65.28	0.00 0.00 0.00 65.28	65.28
			19,663.87 **0.00** **0.00**	**123.74** **0.00** **189.02**	**0.00** **0.00** **0.00**	
Total Local Agency Investment Fund		**19,663.87**	**19,663.87**	**65.28**	**65.28**	**65.28**
			19,663.87 **0.00** **0.00**	**123.74** **0.00** **189.02**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**19,663.87**	**19,663.87**	**65.28**	**65.28**	**65.28**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Dividend	90LAIF$00	1,806,791.42	Local Agency Investment Fund State Pool	0.00	186.66	186.66
JAN 2024					**0.00**	**186.66**	**186.66**
TOTAL					**0.00**	**186.66**	**186.66**

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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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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

City Council Regular Meeting Communication

January 26, 2024 Successor Agency Disbursement Register

Meeting	Agenda Group
Tuesday, February 6, 2024, 7:00 PM	CITY/SUCCESSOR AGENCY - CONSENT Item: 7C

TO	FROM
Honorable Mayor and City Council Members	Bill Gallardo, City Manager

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ana Conrique, Senior Accountant and

Monica Lo, Deputy Director of Administrative Services

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Successor Agency Disbursement Register 1.26.24.pdf

Successor Agency Disbursement Register

Between Jan 22, 2024 12:00 AM and Jan 26, 2024 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2854	THE BANK OF NEW YORK MELLON	01/26/2024	4202	813000000	2013A&B TARB ADMIN FE	$2,220.00
		THE BANK OF NEW YORK MELLON			**Total Check Amount:**	**$2,220.00**
SAW24001	THE BANK OF NEW YORK MELLON	01/22/2024	4202	813	2013 REFUNDING BONDS DEBT	$7,366,386.87
		THE BANK OF NEW YORK MELLON			**Total Check Amount:**	**$7,366,386.87**
SAW24002	THE BANK OF NEW YORK MELLON	01/23/2024	4202	732	2016A&B TABS DEBT PYMT	$1,310,400.83
		THE BANK OF NEW YORK MELLON			**Total Check Amount:**	**$1,310,400.83**
SAW24003	THE BANK OF NEW YORK MELLON	01/23/2024	4202	813	2017A&B TARB DEBT PYMT	$4,426,861.05
		THE BANK OF NEW YORK MELLON			**Total Check Amount:**	**$4,426,861.05**

Overall - Total **$13,105,868.75**