City Council and Successor Agency to the Brea Redevelopment Agency Agenda

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

Tuesday, March 19, 2024, 7:00 PM
COUNCIL CHAMBERS
1 Civic Center Circle
Brea, California 92821

and

La Quinta Inn & Suites by Wyndham Pasadena - Lobby
3490 E Sam Houston Parkway So
Pasadena, TX 77505

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 - 6:00 P.M.

1A. Call to Order/Roll Call

1B. Public Comment

1C. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Fire Association (BFA) - Bill Gallardo, Negotiator

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. Unscheduled Vacancy Appointment to the Cultural Arts Commission

2E. Focused General Plan Update Community Steering Committee

2F. 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: Brea Girl Scouts

3C. Invocation: Pastor Doug Green, North Hills Church

3D. Commendation: Outgoing Cultural Arts Commissioner - Sara Trujillo

3E. Report - Prior Study Session

3F. Community Announcements

3G. Matters from the Audience

3H. Response to Public Inquiries

4: PUBLIC HEARING

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

4A. Public Hearings for Impact Fee Studies, Impact Fee Adoption, and Sewer Connection Fees

— 1. Open and Conduct a Public Hearing and Adopt Resolution No. 2024-012 to revise the amount of Fire Impact Fees, approve an Impact Fee Nexus Study, establish appeal fees, make all findings and analyses required by law and approve a CEQA exemption determination

— 2. Open and Conduct a Public Hearing and Adopt Resolution No. 2024-013 to revise the amount of Dispatch Impact Fees, approve an Impact Fee Nexus Study, establish appeal fees, make all findings and analyses required by law and approve a CEQA exemption determination

— 3. Open and Conduct a Public Hearing and Adopt Resolution No. 2024-014 to revise the amount of Water Impact Fees, approve an Impact Fee Nexus Study, establish appeal fees, make all findings and analyses required by law and approve a CEQA exemption determination

— 4. Open and Conduct a Public Hearing and Introduce Ordinance No. 1249 entitled, "An Ordinance of the City Council of the City of Brea Establishing Sewer Impact Fees for Certain New Developments within the City of Brea, and Approving a CEQA Exemption Determination"

— 5. Open and Conduct a Public Hearing and Adopt Resolution No. 2024-015 to establish the amount of Sewer Impact Fee Study, approve an Impact Fee Nexus Study, make all findings and analyses required by law and approve a CEQA exemption determination (To be effective after the adoption of Ordinance No. 1249)

— 6. Open and Conduct a Public Hearing and Adopt Resolution No. 2024-016 to establish and adjust Sewer Connection Fees, and approve a CEQA exemption determination

5: 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."

5A. March 5, 2024 Regular City Council Meeting Minutes

— 1. Approve.

5B. Second Reading and Adoption of Ordinance No. 1247, An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment (ZOTA) No. 2023-04 and approving a CEQA Exemption Determination

— 1. Waive full reading of and adopt Ordinance No. 1247 titled “An Ordinance of the City Council of the City of Brea Amending the Brea City Code by adopting Zoning Ordinance Text Amendment NO. ZOTA 2023-04 (Omnibus Zoning Code Update) and approving a CEQA Exemption Determination")";

5C. Second Reading and Adoption of Ordinance No. 1248, an Ordinance of the City Council of the City of Brea establishing procedures for setting sewer connection fees, and approving a CEQA exemption determination

— 1. Waive full reading of and adopt Ordinance No. 1248, "An Ordinance of the City Council of the City of Brea Establishing Procedures for Setting Sewer Connection Fees, and Approving a CEQA Exemption Determination."

—

5D. Approve Amendment No. 1 to Golf Course Maintenance and Operation Agreement with Western Golf Properties, LLC

— 1. Approve Amendment No. 1 to Golf Course Maintenance and Operation Agreement with Western Golf Properties, LLC.;

— 2. Appropriate $60,000 for future fiscal years for reimbursement of minor Capital Improvements at golf course facilities; and

— 3. Authorize the City Manager to approve reimbursement to operator for any minor Capital Improvements to golf course facilities in an amount not-to-exceed $60,000 within the fiscal year. Funding for $60,000 will come from Golf Course Fund (Fund 465) revenues and will be programmed annually as part of the budget process. There is no fiscal impact on the General Fund.

5E. Approve a Professional Design Services Agreement with Iteris, Inc. for the Preparation of Plans, Specifications, and Engineering Estimate for the Implementation of the City of Brea Closed Caption Television (CCTV) System.

— 1. Approve a Professional Design Services Agreement with Iteris, Inc. in the amount of $214,726 for the Preparation of Plans, Specifications and Engineering Estimate for the Implementation of the City of Brea Closed Circuit Television (CCTV) System. The BSCC grant will reimburse $214,726 for costs incurred through December 2026

5F. Professional Services Agreements for Annual As-Needed Design and Civil Engineering Services for Various Capital Improvement Program and Private Development Projects

— 1. Approve Professional Service Agreements between the City of Brea and Ardurra Group, Inc.; JMDiaz, Inc.; Kreuzer Consulting Group; Michael Baker International, Inc.; and Willdan Engineering for Design and Civil Engineering Services in the annual amount not-to-exceed $300,000 per year for two (2) years, plus three (3) optional 1-year extensions; and

— 2. Authorize the City Manager to approve extensions. The approved FY 2023-25 CIP Budget includes all Design and Civil Engineering costs for each programmed project. There is no fiscal impact to the General Fund.

5G. Ambulance Equipment Purchase

— 1. Approve the purchase of equipment for ambulances;

— 2. Authorize the City Manager or designee to execute the purchases; and

— 3. Amend the City's 2023-25 Operating Budget to appropriate an additional $340,997 from the City's General Fund (Fund 110) to cover the purchase of equipment for ambulances plus a 10% contingency.

5H. Award Contract with Urban Habitat in the amount of $16,511,884.55, plus a 10% contingency, TELACU in the amount of $735,890, plus a 10% contingency, David Volz Design in the amount not-to-exceed $75,000 and Geocon West, Inc. in the amount not-to-exceed $250,000 for the Arovista Park Modernization Project, CIP Project No. 7978

— 1. Reapprove the Plans and Specifications for the Arovista Park Modernization Project, Capital Improvement Program (CIP) No. 7978 (Phase 1), including Addendums #1, #2, and #3;

— 2. Receive bids;

— 3. Adopt Resolution No. 2024-017 to appropriate an additional $12,668,123 from a combination of existing CIP projects and available fund balances described herein;

— 4. Award Contract to the lowest responsive and responsible bidder, Urban Habitat, in the amount of $16,511,884.55;

— 5. Authorize the Director of Public Works to issue Change Orders up to a “not-to-exceed” amount of 10% of the Urban Habitat Contract Price;

— 6. Award a contract to TELACU for Construction Management and Inspection Services for $735,890;

— 7. Authorize the Director of Public Works to issue Change Orders up to a “not-to-exceed” amount of 10% of the TELACU Contract Price;

— 8. Award a contract to David Volz, Inc. for Construction Support in an amount “not-to-exceed” $75,000; and

— 9. Award a contract to GeoCon West, Inc. for Soils Inspection, Materials Testing and Special Inspections in an amount “not-to-exceed” $250,000.

5I. Monthly Report of Investments for the City of Brea for Period Ended February 29, 2024

— 1. Receive and file.

5J. March 1 and 8, 2024 City Disbursement Registers

— 1. Receive and file.

6: CITY/SUCCESSOR AGENCY - CONSENT

6A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended February 29, 2024

— 1. Receive and file.

7: ADMINISTRATIVE ANNOUNCEMENTS

7A. City Manager

7B. City Attorney

7C. Council Requests

8: COUNCIL ANNOUNCEMENTS

8A. Council Announcements

9: ADJOURNMENT

9A. Meeting Adjournment

Date Posted: March 14, 2024

City of Brea

City Council Regular Meeting Communication

Adoption of Ordinance No. 1241 - Zoning Ordinance Text mandement

Staff recommends that the City Council take the following action: Waive full reading and adopt Ordinance No. 1241 titled “An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment ZOTA No. 2023-01 (Omnibus Zoning Code Update) and Approving a CEQA Exemption Determination”. The costs to process and implement the Project are included in the FY2023/2024 Community Development Department budget.

RECOMMENDATION

Blah I have that recommendation yadda yadda yadda

BACKGROUND/DISCUSSION

N/A

FISCAL IMPACT/SUMMARY

N/A

RESPECTUALLY SUBMITTED:

N/A

Attachments

Agenda (2).pdf

MAYOR ARTHUR C. BROWN
MAYOR PRO TEM SUSAN SONNE
COUNCIL MEMBER JOYCE AHN
COUNCIL MEMBER JOSÉ TRINIDAD CASTAÑEDA
COUNCIL MEMBER CONNOR TRAUT

Tuesday, September 12, 2023, 3:30 PM
Council Chamber
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
SPECIAL MEETING AGENDA

3:30 PM

VIDEO CONFERENCE PARTICIPATION (Zoom)

https://us06web.zoom.us/j/83030940687?pwd=RzhNYnpncjJSRjAzTWtFY0xoTGp1Zz09

MEETING ID: 830 3094 0687 PASSCODE: 931750
Conference Call: (669) 900-6833

SPECIAL NOTICE REGARDING PUBLIC MEETINGS

On September 13, 2022, Governor Newsom signed Assembly Bill 2449, which permits City Council Members to participate in City Council Meetings via teleconferencing for emergency circumstances or just cause reasons. Videoconferencing allows the City to continue to conduct essential business and comply with Public Health Administration recommendations to protect the public and City employees and limit exposure. Please be advised that some City Council Members may attend this meeting via videoconference. The public has the following options to provide comments during the meeting:

OPTION 1: IN-PERSON

The public may attend this meeting in-person. Those wishing to speak are asked to complete a speaker identification form located at the council chamber entrance and place it in the box near the speaker's lectern. Comments are limited to no more than three minutes each.

OPTION 2: VIA EMAIL

Members of the public may submit their comments in writing by sending them to the City Clerk's Office at comments@buenapark.com.

OPTION 3: VIRTUALLY (VIA ZOOM)

- Zoom Conference Call: (669) 900-6833
  You may request to speak by dialing *9 from your phone when the designated public comment period, as listed on the agenda, has been opened. After City staff confirms the last three digits of the caller's phone number or Zoom ID and unmutes you, the caller must press *6. Callers are encouraged, but not required, to identify themselves by name. Each caller has three (3) minutes to speak.

- Zoom Virtual Participation

  https://us06web.zoom.us/j/83030940687?pwd=RzhNYnpncjJSRjAzTWtFY0xoTGp1Zz09

MEETING ID: 830 3094 0687 PASSCODE: 931750
Virtually "raise your hand" when the designated public comment period, as listed on the agenda has been opened. Wait to be called on by City staff, unmute your audio, your name and city of residency is requested, but not required. Each participant has three (3) minutes to speak.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's Office at (714) 562-3750. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

All regular meetings of the City Council are available on the City's website at www.buenapark.com and the City's Cable Channel BPTV Channel 3/99. Please contact the City Clerk's Office at (714) 562-3750 for any questions.

1: CALL TO ORDER

1A. CALL TO ORDER

1B. ROLL CALL

1C. PLEDGE OF ALLEGIANCE

2: ORAL COMMUNICATIONS ON SPECIAL MEETING ITEMS

This is the portion of the meeting set aside to invite public comments regarding any item on the Special Meeting Agenda only. Public comments are limited to no more than three minutes each. Those wishing to speak in-person are asked to complete a speaker identification form located at the council chamber entrance and place it in the box near the speaker's lectern. Those wishing to speak using the videoconferencing feature are asked to raise your hand now by either dialing *9 or using the raise hand feature.

~~No Items~~ delete

3: CLOSED SESSION

Adjourn to Council Conference Room

3A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

— Pursuant to Government Code Section 54956.8

— Property: 6591 Beach Blvd., Buena Park

— Negotiating Parties: Aaron France, City Manager, and Arturo Concha

— Under Negotiation: Terms and Conditions of Lease

3B. CONFFERENCE WITH REAL PROPERTY NEGOTIATOR

— Pursuant to Gov. Code Section 54956.8

— Property: Stanton Avenue Extension - Franklin Avenue to Malvern Avenue (066-521-01 and property located directly west of said parcel)

— Negotiating Parties: Aaron France and Various

— Under Negotiation: Price and Terms of Lease

4: ADJOURNMENT

No Items

Remove extra Spaces?

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Chinese, Korean, Spanish, Tagalog, or Vietnamese, please contact the City Clerk's Office at (714) 562-3750 48-hours prior to the meeting. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언 시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

如果您想参与议程上的任何事务，并希望翻译成中文，韩文，西班牙文，他加禄文或越南文，请联系市政文员办公室，网址为（714）562-3750在会议开始前48小时。鼓励在口头交流中需要翻译的居民带同传译员。

Kung nais ninyong lumahok sa anumang usapin ng negosyo sa agenda at kailangan ang pagsasalin sa wikang Tsino, Koreano, Espanyol, Tagalog, o Vietnamese, mangyaring makipag-ugnay sa Opisina ng Clerk ng Lungsod sa (714) 562-3750 48-oras bago ang pulong. Ang mga residente na nangangailangan ng pagsasalin sa Oral Communications ay hinikayat na magdala ng mga tagasalin.

Nếu bạn muốn tham gia vào bất kỳ vấn đề kinh doanh nào trong chương trình nghị sự và muốn dịch sang tiếng Trung, tiếng Hàn, tiếng Tây Ban Nha, tiếng Tagalog hoặc tiếng Việt, vui lòng liên hệ với Văn phòng Thư ký Thành phố tại (714) 562-3750 48 giờ trước cuộc họp. Cư dân yêu cầu dịch thuật trong Giao tiếp bằng miệng được khuyến khích mang theo thông dịch viên.

X

Signature: X

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC
Director of Government and Community Relations
City Clerk

Date Posted: auto ?

City of Brea

City Council Regular Meeting Communication

Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Police Management Association (BPMA); Brea Fire Association (BFA); Brea Fire Management Association (BFMA); Brea Management Association (BMA) and Part-Time Employment and Benefits Policy – Bill Gallardo, Negotiator

FROM
Lillian Harris-Neal, City Clerk

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

October 3, 2023 City Council Regular Meeting Minutes

FROM
Victoria Popescu, Deputy City Clerk/Records Supervisor

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Department of Housing and Urban Development (HUD) Grant Agreement regarding Community Project Funding for the OC Loop Tracks at Brea Final Phase Gap Closure.

FROM
Ryan Chapman, Assistant City Engineer

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Traffic Improvements at the Intersection of E Santa Fe Road and Tonner Ridge Drive.

FROM
Ryan Chapman, Assistant City Engineer

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Traffic Improvements along N Berry Street from Salveson Road to Northwood Avenue.

FROM
Ryan Chapman, Assistant City Engineer

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Approve Amendment No. 2 to Professional Services Agreement with HF&H Consultants, LLC for Refuse Contract Negotiations and SB 1383 Compliance Assistance.

FROM
Ryan Chapman, Assistant City Engineer

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Acceptance of Final Map No. 2021-198 for Condominium Purposed at 330 Lambert Road.

FROM
Ryan Chapman, Assistant City Engineer

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Acceptance of the Berry Street Sidewalk Installation, Project No. 7324.

FROM
Ryan Chapman, Assistant City Engineer

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Brea Police Department's Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Prevention Grant Award Acceptance and Position Allocation Amendments.

FROM
Christopher Harvey, Police Lieutenant

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Adoption of new job descriptions and salary table for the positions of Deputy Director of Administrative Services Department, Deputy Director of Community Services, Information Technology Supervisor, Police Records and Property & Evidence Supervisor, Principal Management Analyst, Principal Human Resources Analyst, and Principal Accountant and amending the position allocation list for FY 2023/24 to reflect the changes, and placing the new classifications in the appropriate employee bargaining unit for representation purposes

FROM
Mario Maldonado, Human Resources Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended June 30, 2023

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended August 31, 2023.

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

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

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Council Member Reports/Requests gives City Council Members an opportunity to provide reports from outside Boards and Committees and to request items for a future agenda.

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended June 30, 2023 Copy

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Brea Fire Management Association (BFMA) MOU

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

7. 2023 Legislative Recap and 2024 Brea Legislative Platform Update

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

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

SB 329 – Inflationary Adjustment of City Council Member Salaries

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Brea Golf Courses High School Team Use

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Arovista Park Modernization Update

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

DISCUSSION ITEMS

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Southern California Association of Governments (SCAG) Delegate and Alternate for the 2024 General Assembly, scheduled for May 2, 2024

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Extended - Award Contract with Urban Habitat in the amount of $16,511,884.55, plus a 10% contingency, TELACU in the amount of $735,890, plus a 10% contingency, David Volz Design in the amount not-to-exceed $75,000 and Geocon West, Inc. in the amount not-to-exceed $250,000 for the Arovista Park Modernization Project, CIP Project No. 7978

TO	FROM
Finance Committee Members	Bill Gallardo, City Manager

RECOMMENDATION

1. Reapprove the Plans and Specifications for the Arovista Park Modernization Project, Capital Improvement Program (CIP) No. 7978 (Phase 1), including Addendums #1, #2, and #3;
2. Receive bids;
3. Adopt Resolution No. 2024-XX to appropriate an additional $13,293,123 from a combination of existing CIP projects and available fund balances described herein;
4. Award Contract to the lowest responsive and responsible bidder, Urban Habitat, in the amount of $16,511,884.55;
5. Authorize the Director of Public Works to issue Change Orders up to a “not-to-exceed” amount of 10% of the Urban Habitat Contract Price;
6. Award a contract to TELACU for Construction Management and Inspection Services for $735,890;
7. Authorize the Director of Public Works to issue Change Orders up to a “not-to-exceed” amount of 10% of the TELACU Contract Price;
8. Award a contract to David Volz, Inc. for Construction Support in an amount “not-to-exceed” $75,000; and
9. Award a contract to GeoCon West, Inc. for Soils Inspection, Materials Testing and Special Inspections in an amount “not-to-exceed” $250,000.

BACKGROUND/DISCUSSION

The Arovista Park Modernization Project, CIP No. 7978 ("Project"), has been programmed in the Capital Improvement Program (CIP) since Fiscal Year 2021-22. Built in 1964, the park's last major renovation occurred in the early 1990s. The Facilities Condition Assessment, dated 2019, commissioned by the City Council, identified the site as being in poor condition and needing refurbishment. On May 4, 2021, in partnership with the Parks, Recreation and Human Services Commission ("Commission"), the City Council directed staff to explore a comprehensive modernization effort for Arovista Park, prioritizing an all-accessible playground and other needed park improvements. Based on this direction, staff completed an extensive community outreach and engagement effort during the remainder of 2021, resulting in an initial concept design for the park, which the Commission and City Council reviewed in the spring of 2022. Soon after that, staff solicited several design firms through a formal Request for Proposal process to select the design firm to complete the Plans, Specifications, and Estimates ("PS&E") for the Project.

In June of 2022, the City Council awarded a Professional Services Agreement to David Volz Design, Inc. ("DVD") to complete the PS&E for the Project. Additionally, on April 18, 2023, and July 2023, the City Council authorized staff to purchase various play equipment and prefabricated restrooms, trash enclosures, and storage facilities to reduce markup and overhead costs. On November 7, 2023, the City Council directed staff to split the Project into two phases. Located on the east side of the Orange County Flood Control Channel within the limits of Arovista Park, adjacent to the Brea Senior

Center and Brea Creek Golf Course, is Phase 1. Phase 2 is located west of the Orange County Flood Control Channel, within the park boundary, which extends north to Imperial Highway and southerly to the area known as the Jubilee Grove (See Attachment A - Vicinity Map).

Phase 1 of the Project incorporates many of the major elements within the park site, including an expanded, all-accessible playground, upgraded sports courts, four new pickleball courts, a new restroom facility, an enhanced amphitheater, landscaping, irrigation, a new sound wall, and upgrades to The Tracks at Brea trail system. On December 5, 2023, the City Council approved the Plans and Specifications for the Phase 1 Project and authorized staff to advertise the Project for bids.

On December 14, 2023, the Plans and Specifications ("Bid Documents") were advertised for bids on CIPlist.com and published in the Star Progress paper on December 28, 2023, and January 4, 2024. A hard copy of the Bid Documents were available in the City Clerk's office for review. There were three addenda to the Bid Documents, which clarified the bid opening date and other items within the Bid Documents. Therefore, staff recommends the City Council reapprove the Plans and Specifications for the Phase 1 Project, including the addenda. The Bid Documents and all addenda are available for public review in the City Clerk's office.

On February 1, 2024, staff received two bid proposals. Staff then tabulated the bid proposals and determined that the apparent low bid amount was $16,511,884.55 from Urban Habitat from La Quinta, California (See Attachment B). Table 1 - Bid Summary, includes the bid results of the two bids received.

Table 1 - Bid Summary

Bidder	Amount
Urban Habitat	$16,511,884.55
Los Angeles Engineering	$19,800,000.00
Engineer’s Estimate	**$13,500,000.00**

While the bids received were higher than the Engineer's estimates, the higher costs are not the result of changes to the Project scope; instead, they are the direct result of factors affecting the construction industry, such as supply and demand issues and inflation. Inflationary factors for labor, equipment, materials, transportation, and goods within the construction industry have caused construction costs to increase faster than consumer prices across the board for the past several years. For example, items such as:

- Steel poles that support shade sails have increased by 50%.
- Asphalt, Concrete, and reinforcement steel costs have increased by 60%.
- Hauling and transportation costs have increased by over 50% over the last several years.

Staff reached out to several cities that recently bid on park projects in the region and found similar economic factors driving their Project costs up, which are greater than the current consumer price index percentage. Staff is uncertain when this inflationary increase in the construction industry will decrease to around the average 3% CPI level in the near future. However, based on the factors mentioned and review of the lowest bid from Urban Habitat, staff believes the bid amount to be generally in-line with the current construction costs.

Founded in 2008, Urban Habitat has completed similar park improvement projects for cities such as Santa Clarita, La Quinta, and Buena Park. Urban Habitat is a recognized general contractor in Southern California, specializing in parks and athletic fields. Staff verified Urban Habitats' California Contractor's license is 963744 – A (General Engineering) and C-27 (Landscape), and the Department of Industrial Relations registration number is 1000003890. Therefore, their bid package meets the City's bid requirements. In addition, staff contacted the cities of La Quinta and Buena Park, where the contractor received a favorable review.

Based on the bid review, staff has determined Urban Habitat's bid to be responsive and that they are a responsible bidder. Therefore, staff recommends the City Council award a Construction Contract to the lowest responsive and responsible bidder, Urban Habitat, for $16,511,884.55 (see Attachment D). Additionally, staff recommends that the City Council consider authorizing a 10% contingency ($1,651,188) to cover any unanticipated costs.

In support of the Project's construction phase, a team of consultants, along with City staff, will be required to manage, oversee, inspect, and test for the entire duration of the Project, estimated to be 250 working days.

In July of 2023, staff publicly advertised a Request for Proposal for construction management and inspection services that resulted in receiving 12 proposals. Staff conducted several interviews and selected TELACU to perform the construction management and inspection services for this Project based on their experience on similar projects. Staff reviewed their proposal in the amount of $735,890 and is recommending the City Council approve a Professional Services Agreement with TELACU to perform the Construction Management and Inspection Services for the Project (see Attachment E). Additionally, staff recommends the City Council consider authorizing a 10% contingency ($73,589) to cover any unanticipated costs.

Staff is also proposing an on-call contract with the Architect of Record, DVD, in the amount not to exceed $75,000 to assist the City's project managers with issues that arise in the field (see Attachment F). City staff recommends this arrangement to reduce costs and have limited oversight over the Project throughout its entire duration.

As part of the Project, Soils Inspection, Materials Testing, and additional Special Inspections will also be required, primarily through the grading phase and into the remainder of construction. In January 2024, staff issued a Request for Proposals for these services and received three proposals. Upon review of the proposals by a team of City staff, Geocon West, Inc. was selected based on their experience, qualifications, and proposed staffing plan. In addition, Geocon West is the Soils Engineer of Record who prepared the soils report for the Project and is the consultant most knowledgeable. Staff is proposing a not-to-exceed contract of $250,000 to perform the required scope of services (see Attachment G).

In addition to TELACU, David Volz Design and Geocon West, Inc., construction support is required from the various team of consultants that assisted with preparation of the bid specifications and plans. Therefore, to further reduce project costs and markups, staff will directly contract with each consultant on record on a "not-to-exceed"/as-needed basis. As shown in Table 3, the amount allocated for the total Consultants' construction support efforts does not exceed eight percent (8%) of the overall construction cost. Table 2 - On-call Construction Support Consultants Summary, shows the consultants on record, and City staff will procure their agreements under the City purchasing policy.

Table 2 – On-call Construction Support Consultants Summary

Design Team		
Structural	Yaghi	$48,000
Irrigation	Sweeney	$25,000
Civil Engineer	BKF	$25,000
Electrical	Design West	$15,000
As- Needed Project Manager	Interwest	$48,000
	TOTAL	**$161,000**

SUMMARY/FISCAL IMPACT

In 2021, the Project was originally funded with $680,000 to initiate the design phase and an additional $10,778,000 to fund the eventual construction phase. With the sudden rise in construction costs, City staff informed the City Council of an anticipated funding shortfall at their July 17, 2023 meeting and later received a recommendation by staff to phase the Project at their November 7, 2023 meeting. The Phase One Project budget and shortfall are shown below in Table 3:

Table 3 – Phase One Project Budget

Phase One Project Budget	Vendor	Amount
Expenditures to date: Design, Plan Check & Value Engineering	David Volz Design and Others	$1,089,681
Construction Contract	Urban Habitat	$16,511,884.55
Construction Contract 10% Contingency	Urban Habitat	$1,651,188
Construction Management & Inspection	TELACU	$735,890
Construction Management Contract 10% Contingency	TELACU	$73,589
Construction Support	David Volz Design	$75,000
Soils Inspection & Testing	Geocon West, Inc.	$250,000
Construction Support Consultants Design Team	Interwest, Yaghi, Sweeny, BKF, Design West and CSG	$160,000
City Purchased Play Equipment		$3,078,369
Installation of Westside Restroom/Storage	TBD	$500,000
Total		**$24,126,123**
Available Funding		$10,833,000
Shortfall		**$13,293,123**

Staff presented several funding options to the City Council in July, December 2023, and February 2024 to cover the funding shortfall based on the estimated costs. From these meetings, the City Council directed staff to first utilize appropriate funding from existing CIP projects where projects have either been completed with remaining balances, or can responsibly be deferred and re-funded at a later date. From these meetings, the City Council directed staff to first utilize appropriate

funding from existing CIP projects where projects have either been completed with remaining balances, or can responsibly be deferred and re-funded at a later date, or re-funded with better use of funds. For example, Urban Runoff (410) funds Project # 7983 GIS Conversion and # 7952 Tracks. For Project # 7983, the better use of funds to convert sewer plans to GIS is with Sewer Funds. For project # 7952, staff will seek Brownfield Grants to remediate the soil in The Tracks. Based on his direction received by City Council, staff recommends the following funds be appropriated from existing CIP projects to Arovista Park Modernization Project CIP No. 7978 within Table 4:

Table 4 – Recommended Fund Allocations from Existing CIP Projects

CIP Project	Funding Source	Recommended Appropriation	Remaining Project Balance
7940 – Arovista Restroom Repairs	FARP (182)	$100,000	$0
7947 – Arovista Lower Parking Lot	FARP (182)	$211,982	$0
7948 – Arovista Upper Parking Lot	FARP (182)	$123,408	$0
7914 – Skatepark Upgrade	FARP (182)	$49,456	$0
7960 – Arovista & Country Hills Switchgear Upgrade	FARP (182)	$154,000	$0
7981 – Country Hills Tennis Court Lights	FARP (182)	$200,000	$70,000
7987 – Western Park Restrooms	FARP (182)	$500,000	$225,752
7322 –Country Hills Pavement/Water Rehabilitation	Gas Tax (220) Water (420)	$130,000 $800,000	$45,000 $486,783
7957 – Country Hills Irrigation	Park Development (250)	$250,000	$0
7932 – City Reclaimed Water Conservation	Water (420)	$130,000	$0
7983 – GIS Conversion	Urban Runoff (410)	$99,000	Utilize Sewer Fund (430)
7952 – Tracks Segment 3 Drainage	Urban Runoff (410)	$249,000	Utilize Brownfield Grant
	TOTAL	**$2,996,846**	

In addition to utilizing existing dollars budgeted through the Capital Improvement Program, staff is recommending utilizing the fund balances and other sources indicated below in Table 5:

Table 5 – Recommended Fund Allocations

Funding Source	Recommended Appropriation	Approximate Remaining Fund Balance
Building Occupancy Fund Reserves (490)	$450,000	$0
Capital Mitigation Improvement Fund (560)	$800,000	$230,000
Community Benefit & Economic Development Fund (140)	$1,274,593	$625,000
Revenues over Expenditures FY23 (110)	$5,581,684	$0
Air Quality Management District Fund Balance (240)	$290,000	$0
Sewer Fund Balance (Fund 430)	$95,000	$5,800,000
Urban Runoff Capital Reserves (410)	$85,000	$15,000
Sanitation Fund Reserves (440)	$95,000	$475,000
Simon Development Agreement Community Benefit Contribution	$750,000	$250,000
OC Supervisor Chaffee Project Contribution	$875,000	$0
TOTAL	**$10,296,277**	

Staff has prepared Resolution 2024-XX that reflects Tables 4 and 5 recommended funding allocations and appropriations for the Project (see Attachment C). Therefore, if the City Council approves the funding allocations as depicted in Tables 4 and 5, staff recommends the City Council approve Resolution 2024-XX. Upon approval, the funds will be appropriated and re-allocated to the Project pursuant to the Resolution, and City staff will amend the Capital Improvement Program Fiscal Years 2023-25 Budget.

If the City Council approves staff recommendations, Phase One will start construction in April 2024 and be completed by late Summer 2025.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Jenn Colacion, Senior Management Analyst

Concurrence: Michael Ho, Public Works Director

Attachments

Attachment A - Vicinity Map

Urban Habitat Proposal

Los Angeles Engineering Proposal

Resolution No. 2024-XX.pdf

Urban Habitat Construction Agreement

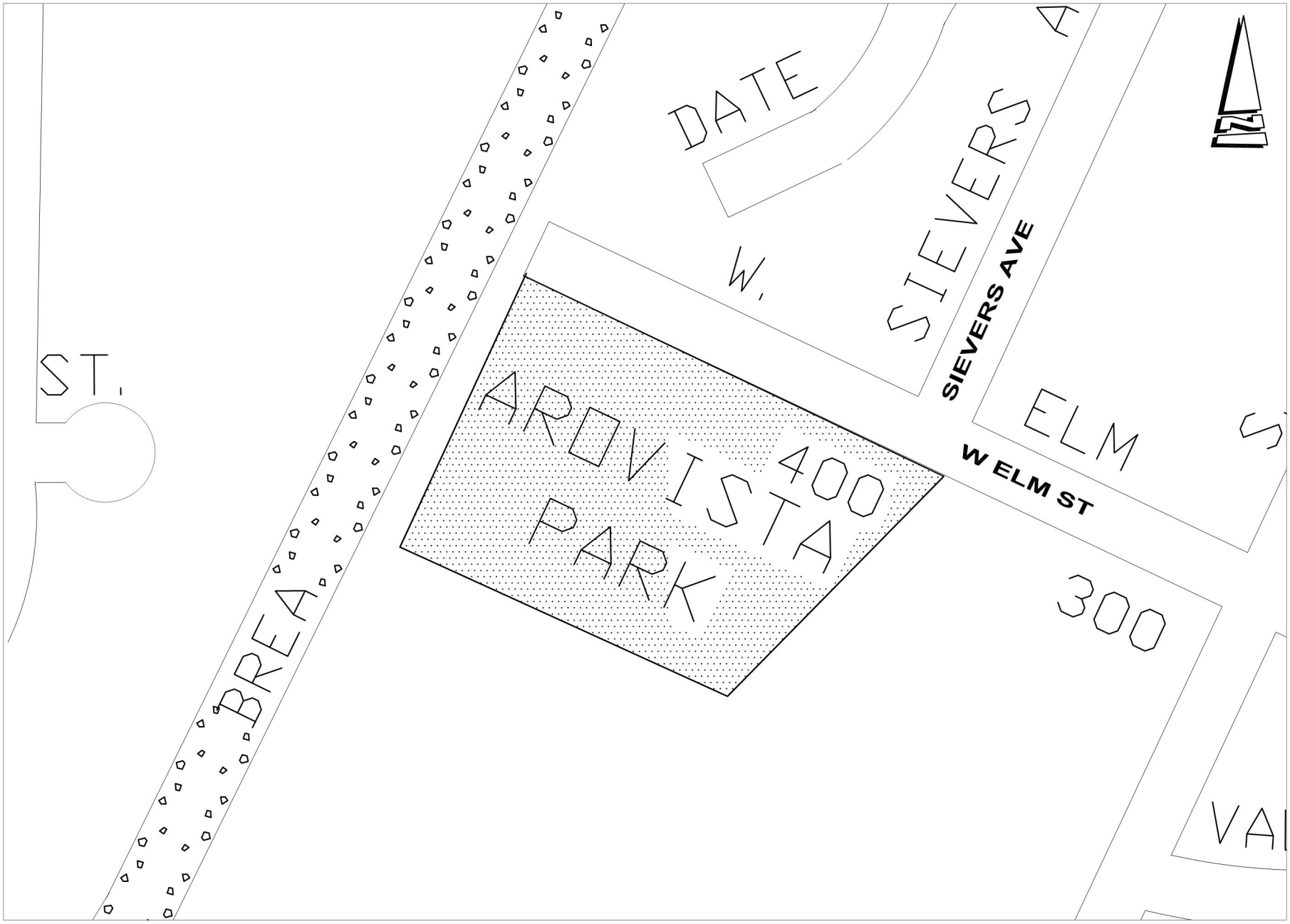
TELACU Construction Management & Inspections Agreement

David Volz Design As-Needed Agreement

Geocon West, Inc. Soils and Special Inspections and Materials Testing Agreement

PROJECT 7978

FACILITY IMPROVEMENTS - AROVISTA PARK MODERNIZATION PROJECT



VICINITY MAP

NOT TO SCALE

BIDDER: Urban Habitat

SECTION C

PROPOSAL

AROVISTA PARK MODERNIZATION PROJECT
CIP PROJECT NO. 7978

in the

CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **250 Working Days**, starting from the date of the Notice to Proceed or as specified within the Specifications.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find Bond in the amount of $ 1,651,188.45 which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

Addenda No.	*Date Received*	*Bidder's Signature*
1	01.22.2024	
2	01.26.2024	
3	01.26.2024	

AROVISTA PARK MODERNIZATION PROJECT
CIP PROJECT NO. 7978
PROJECT BID SCHEDULE

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (5% Max)	LS	1		$635,115.82
2	Traffic Control and Construction Phasing	LS	1		$42,616.88
3	Construction Surveying and Monument Preservation	LS	1		$189,588.57
4	Pothole Existing Utilities	LS	1		$15,628.08
5	Clearing and Grubbing	LS	1		$154,253.98
6	Remove Existing Trees and Mulch Stockpile	LS	1		$256,121.02
7	Remove Existing Park Improvements	LS	1		$324,303.93
8	Remove Existing Utilities	LS	1		$50,962.81
9	Demolition and Removal of Existing Facilities	LS	1		$237,953.21
10	SWPPP/NPDES/BMP's	LS	1		$285,373.33
11	Excavation, Grading, and Earthwork	LS	1		$946,571.32
12	Temporary Access Road	LS	1		$221,330.07
13	Construct SD System	LS	1		$657,395.81
14	Construct Stormwater Quality Improvements	LS	1		$357,699.18
15	Construct SS System	LS	1		$87,633.36
16	Construct Water System	LS	1		$207,466.09
17	Construct Irrigation System	LS	1		$469,041.49
18	Construct Curb Ramps	EA	3	$3,457.24	$10,371.72
19	Construct PCC Stairs and Steps	LS	1		$104,995.53
20	Construct 4" PCC Pedestrian Pavement (T = 4")	SF	24,600	$10.98	$270,108.00
21	Construct 5" PCC Heavy Vehicular Pavement (T = 5")	LS	1		$421,994.12
22	Construct 4"to 5" PCC Integral Color Pavement and Band (T = 4"&5")	LS	1		$38,351.44
23	Construct 6.5" PCC Sports Court Pavement (T = 6.5")	SF	13,020	$17.62	$229,412.40
24	Construct Color Acrylic Surface and Striping	SF	7,400	$5.05	$37,370.00
25	Construct Truncated 12" SQ Pavers and Stepping Stones	LS	1		$19,624.62
26	Construct Playground Surfacing w/ Thermal Plastic Vulcanized Wear Course	SF	17,510	$43.92	$769,039.20
27	Construct Synthetic Play Turf	SF	3,376	$43.30	$146,180.80
28	Construct Permeable Stabilized Decomposed Granite (4" PDG over 6" AB)	LS	1		$88,409.71

CIP 7978 ADDENDUM #2- 1.26.2024

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
29	Construct PCC Curb and Band (H = varies: (0" to 12"))	LS	1		$116,805.00
30	Construct PCC Valley Gutter, PCC V-Ditch, and Earthen Swale	LS	1		$93,187.80
31	Construct CMU Retaining Wall	LS	1		$1,606,731.94
32	Construct CMU Low Wall	LS	1		$257,060.54
33	Construct CMU Amphitheater and Stage Wall	LS	1		$273,191.40
34	Construct C.I.P. Stem Wall @ Stairs	LF	290	$574.87	$166,712.30
35	Construct C.I.P. Stem Wall w/ Formliner & Precast Plinth	LS	1		$785,075.92
36	Construct C.I.P. Retaining and Low Wall	LF	505	$555.94	$280,749.70
37	Construct CMU Column	EA	11	$10,353.35	$113,886.85
38	Construct CMU Low Pilaster	LS	1		$104,556.75
39	Construct Soundwall (H = 26')	LF	274	$3,880.36	$1,063,218.64
40	Construct Handrail @ Stairs	LF	320	$232.68	$74,457.60
41	Construct Ramp and Handrail	LF	941	$219.14	$206,210.74
42	Construct Chainlink Fence (H = 10')	LF	490	$274.53	$134,519.70
43	Construct Metal Picket Fence	LF	2,674	$71.41	$190,950.34
44	Construct Chainlink Fence (H = 4') & Perforated Metal Screen (H= 3')	LS	1		$99,285.41
45	Construct Wood Post Fence	LF	70	$304.48	$21,313.60
46	Construct Chainlink Gate (W=4')	EA	4	$5,355.26	$21,421.04
47	Construct Single Metal Gate at Playground	EA	3	$8,285.27	$24,855.81
48	Construct Door at Amphitheater (3'x7')	EA	3	$6,463.25	$19,389.75
49	Install Playground Equipment (City Furnished) and (Non-City Furnished)	LS	1		$617,405.92
50	Building A - Restroom Pad Preparation and Coordination (Building Construction By Others)	LS	1		$20,155.97
51	Trash Enclosure w/ Roof Pad Preparation and Coordination (Building Construction by Others)	LS	1		$11,267.91
52	Install Single Post Shade Structure At Sports Court (City Furnished)	LS	1		$54,840.94
53	Construct Amphitheater Hard Cover Structure	LS	1		$409,604.98
54	Install Flower Petal Shade Structures at Playground (City Furnished)	LS	1		$54,840.94
55	Install Fabric Shade Structure at Picnic Area (City Furnished)	LS	1		$54,840.94
56	Construct Fabric Shade Structure At Amphitheater	LS	1		$53,363.59

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
57	Construct Cantilever Shade Structure At Elm St.	LS	1		$87,691.21
58	Furnish and Install Picnic and Café Tables	LS	1		$81,689.53
59	Furnish and Install Hot Ash and Waste Receptacles	LS	1		$84,387.34
60	Furnish and Install Drinking Fountain w/ Sump	EA	6	$10,142.55	$60,855.30
61	Furnish and Install BBQ	EA	3	$2,816.21	$8,448.63
62	Furnish and Install 6' Benches	LS	1		$122,166.74
63	Furnish and Install Boulders (2,3, and 5 ft Dia)	EA	24	$370.23	$8,885.52
64	Furnish, Relocate, and Install Park Signs/Plaque, Park Monument Sign, and Reflective Bollards	LS	1		$47,279.99
65	Install 22" Sphere, Precast Seat, Precast Small and Large Kernal (City Furnished)	LS	1		$37,016.64
66	Construct Volleyball Court	LS	1		$71,085.03
67	Construct Basketball Posts and Assembly	LS	1		$51,101.68
68	Construct Pickleball Posts and Assembly	LS	1		$20,239.04
69	Furnish and Install Precast Ping Pong Table and Cornhole	LS	1		$24,858.39
70	Landscape	LS	1		$450,687.93
71	Electrical	LS	1		$836,002.03
72	Parking Lot Asphalt Concrete Pavement Rehabilitation	SF	4,200	$12.96	$54,432.00
73	Parking Lot Type I Slurry Seal	SF	37,400	$1.09	$40,766.00
74	Parking Lot Striping, Signage, Loop Bike Rack, and Miscellaneous Improvements	LS	1		$19,477.04
75	Allowance for Extra Work	Allowance	1	$200,000.00	$200,000.00
Total: Bid in Figures:				**$16,511,884.55**	

Total: Bid in Words:

Sixteen Million Five Hundred Eleven Thousand Eight Hundred Eighty Four Dollars and Fifty Five Cents

1. **Bidder declares that (I)(we)(it) has read and understand the Scope of Work as defined in Item 1 of Section A - Notice Inviting Sealed Bids and Item 1 and Item 12 of Section B -Instructions to Bidders _____ (Bidders Initials)**

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and Department of Industrial Relations (DIR) registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

Bid Item (s) Number	*(in $1,000) and % Portion of Work*	*Name, Address and E-mail of Subcontractor*	*State License Number*	*Class*	*DIR Registration Number*
None	35/.21%	Power Plus 5500 E LA PALMA AVE ANAHEIM CA 92807 rriley@powerplus.com	980589	C10	1000624421
3	100/.61%	Builof 4004 Schuylkill Dr Calabasas CA 91302 sbuiloff@builoff.com		N/A	1000575116
6	171.48/1.4%	V&E Tree PO BOX 3280 ORANGE CA 92857 john@vetreeservice.com	654506	C27	1000001936
13	69/.42%	LNA Structures PO BOX 58 CHINO HILLS CA 91709 lnalolo@aol.com	611949	A	1000007129
24	13.99/.08%	Trueline12397 Doherty Street Riverside CA 92503 trueline40@outlook.com	662625	A/C32	1000006579
26/30	100/.61%	SW V Ditdh 3625 Placentia RIVERSIDE CA 92501 marty@swvditch.com	569779	C12	1000004410
26-27	583.11/3.43%	Robertson Ind. 2414 W 12TH ST #5 TEMPE AZ 85281 Vince.Brantley@playcore.com	667261	D12/C61	1000002700
40-47	563.10/3.41%	Team Weest 2733 Vista Avenue Bloomington CA 92316 joseph@twc-corp.com	934352	C13	1000768825
49/52-57	642.65/3.9%	Western State julian@westernstatebuilder.com 2141 Orange Ave Escondido CA 92029	1069677	D34/C61	1000706410

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts/quotes entered into by subcontractor for this project prior to Award of Contract.

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and Department of Industrial Relations (DIR) registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

Bid Item (s) Number	*(in $1,000) and % Portion of Work*	*Name, Address and E-mail of Subcontractor*	*State License Number*	*Class*	*DIR Registration Number*
64	25.8/.16%	Bravo Signs 520 S CENTRAL PARK E ANAHEIM CA 92802 dfiore@bravosign.com	641391	D42/C61	1000006083
71	675.5/4.09%	Electro 2225 Windsor Ave. Altadena CA 91001 richard@electroconstruction.com	95881	C10	1000004159
72-73	77.51/.47%	All American PO BOX 2229 CORONA CA 92878 augustine.delosreyes@allamericanasphalt.com	267073	C12	1000001051
Various	225/.14	Vanguard Paint 2541 TOPAZ COURT OXNARD CA 93030 troer727@aol.com	554570	C33	1000002890
Various	100/.61%	JC Waterproofing 7730 Graves Ave Rosemead CA 91770 dbrown1184@gmail.com	1013057	D12/C61	1000410955

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts/quotes entered into by subcontractor for this project prior to Award of Contract.

NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL

I, Brett Brennan, am the
(Print Name)
President of Urban Habitat,
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 29th day of January, 2024.

Urban Habitat
Name of Bidder

Signature of Bidder

PO Box 1177, La Quinta, CA 92247
Address of Bidder

California Jurat Certificate

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 Riverside } s.s.

Subscribed and sworn to (or affirmed) before me on this 29th day of January, 2024, by Brett Brennan

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public

THERESA CATHRYN BRENNAN
COMM. #2403029
Notary Public - California
Riverside County
My Comm. Expires May 4, 2026
NRO1 NRO1

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

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BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed _____

Title President

Firm Urban Habitat

Date January 29, 2024

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL
CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **AROVISTA PARK MODERNIZATION PROJECT, CIP PROJECT NO. 7978,** (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"**Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Urban Habitat
Contractor

Brett Brennan
By

President
Title

Date: January 29, 2024

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

☐ Yes ☒ No

If the answer is yes, explain the circumstances in the space provided.

N/A

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Urban Habitat
Contractor

Brett Brennan
By

President
Title

Date: January 29, 2024

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Urban Habitat
Bidder Name

PO Box 1177
Business Address

La Quinta CA 92247
City, State Zip

(760) 345-1101
Telephone Number

Brett@myurbanhabitat.com
Email Address

963744 A, C-27
State Contractor's License No. and Class

1000003890
DIR Registration Number

07/27/2011
Original Date Issued (State Contractor's License)

07/31/2025
Expiration Date

The work site was inspected by Tony Ponce our office on 01/19 2024

The following are persons, firms, and corporations having a principal interest in this proposal:

Brett Brennan, President/ Vice-President/ Secretary

Marion Weed, CFO / Treasurer

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Urban Habitat
Company Name

Signature of Bidder

Brett Brennan, President
Printed or Typed Signature

Subscribed and sworn to before me this 29th day of Jan, 2024

THERESA CATHRYN BRENNAN
COMM. #2403029
Notary Public - California
Riverside County
My Comm. Expires May 4, 2026

NOTARY PUBLIC

NOTARY SEAL

Bidder shall list below the names, address and telephone numbers for **three** public agencies for which the bidder has performed similar work with a total construction contract of **$5M** or more within the past **Five** years:

1. City of Santa Clarita- 23920 Valencia Blvd. #120, Valencia, CA 91355
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Terry Brice- (661) 286-4097

$11 Million	Grading, landscape, irrigation, restroom, concrete, basketball court, wet utilities, signage, elecrtical, shade structure	October 2023
Contract Amount	Type of Work	Date Completed

2. City of La Quinta- 78495 Calle Tampico, La Quinta, CA 92253
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Ubaldo Ayon- (760) 777-7000

$5.5 Million	Landscape, Irrigation, Concrete, Restroom, Amphitheater, pavers, electrical, event site, wet utilities	April 2021
Contract Amount	Type of Work	Date Completed

3. City of Buena Park- 6650 Beach Blvd., Buena Park, CA 90621
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: _____

$5 Million	Grading, landscape, irrigation, restroom, concrete, Playground, wet utilities, signage, elecrtical, shade structure	March 2024
Contract Amount	Type of Work	Date Completed

California Jurat Certificate

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 Riverside } S.S.

Subscribed and sworn to (or affirmed) before me on this 29th day of January, Month

20 24, by Brett Brennan

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public

THERESA CATHRYN BRENNAN
COMM. #2403029
Notary Public - California
Riverside County
My Comm. Expires May 4, 2026
NRO1 NRO1

Seal

OPTIONAL INFORMATION

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Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

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Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

   5 Years

2. Is your firm currently the debtor in a bankruptcy case?

   ☐ Yes ☒ No

If " yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A		
Case Number	Bankruptcy Court	Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

   ☐ Yes ☒ No

If " yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A		
Case Number	Bankruptcy Court	Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

   ☐ Yes ☒ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

   ☐ Yes ☒ No

6. Has your firm ever defaulted on a construction contract?

   ☐ Yes ☒ No

If "yes," explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☒ Yes ☐ No

If "yes," on a separate page identify the claim be providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution.

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes ☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so. N/A

%

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

☐ Yes ☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☒ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☒ No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state's** prevailing wage laws?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid an the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid an the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

Explanation/Response to Question 10 of Proposal Page C-15

-Name of Claimant – Urban Habitat

-Project name – Ferrante Apartments

-Date of claim, name of the entity, Court & Case number: The arbitration claim was submitted on August 29, 2022 and it is AAA Case No. 01-22-0003-7116

The court complaint was filed July 21, 2022, and is LA Sup. Crt. Case No, 22STCV23670.

-Status of claim (is it still pending or if resolved the resolution) – pending arbitration

(once the we go to arbitration, we then close both claims)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE Urban Habitat as PRINCIPAL, and Developers Surety and Indemnity Company as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of $ ten percent (10%) of total bid amount. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " Arovista Park Modernization Project, CIP Project No. 7978

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on February 1, 2024.

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of January, 20 24.

Urban Habitat
Principal

By: _____

Developers Surety and Indemnity Company
Surety

By: _____
Andy Roberts, Attorney-in-Fact

BID BOND
ACKNOWLEDGMENT OF SURETY

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.

ACKNOWLEDGMENT

State of California)
County of San Diego)
)

On January 29, 2024 before me, ___
Lauren Craig, Notary Public
(insert name and title of the officer)

personally appeared Andy Roberts
,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

LAUREN CRAIG
Notary Public - California
San Diego County
Commission # 2439745
My Comm. Expires Feb 28, 2027

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212)220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Matt Gaynor, Anne Wright and Andy Roberts, of San Diego, CA

as its true and lawful Attorney, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective January 29, 2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on November 3, 2022.

RESOLVED, that Sam Zaza, Senior Vice President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this December 5, 2022.

By: _____
Printed Name: Sam Zaza
Title: Senior Vice President, Surety

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE SEAL CALIFORNIA

STATE OF California COUNTY OF Orange

On this 5th day of December, 2022 before me, Diane J. Kawata personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of tire State of California **that** the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

DIANE J. KAWATA
Notary Public - California
Orange County
Commission # 2284027
My Comm. Expires Apr 28, 2023

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this 22 day of November, 2022.

DocuSigned by:
By: Barry W. Moses
6B6415E7ADE54BC

Barry W Moses, Assistant Secretary

POA No. _____

Ed 1122

BID BOND
ACKNOWLEDGMENT OF SURETY

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.

ACKNOWLEDGMENT

State of California)
County of Riverside)
)

On January 29, 2024 before me, ____
Theresa Cathryn Brennan, Notary Public
(insert name and title of the officer)

personally appeared Brett Brennan

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

NRO1 THERESA CATHRYN BRENNAN COMM. #2403029 Notary Public - California Riverside County My Comm. Expires May 4, 2026 NRO1

BIDDER: Los Angeles Engineering, Inc.

SECTION C

PROPOSAL

AROVISTA PARK MODERNIZATION PROJECT
CIP PROJECT NO. 7978

in the

CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **250 Working Days**, starting from the date of the Notice to Proceed or as specified within the Specifications.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find Bidders Bond in the amount of $ 10% of Bid which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

Addenda No.	*Date Received*	*Bidder's Signature*
1	01/23/2024	Aaron O'Brien, Vice President / Secretary
2	01/26/2024	Aaron O'Brien, Vice President / Secretary
3	01/29/2024	Aaron O'Brien, Vice President / Secretary

AROVISTA PARK MODERNIZATION PROJECT
CIP PROJECT NO. 7978
PROJECT BID SCHEDULE

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization (5% Max)	LS	1	800 000 -	$ 800 000 -
2	Traffic Control and Construction Phasing	LS	1	150000 -	$ 150000 -
3	Construction Surveying and Monument Preservation	LS	1	95000 -	$ 95000 -
4	Pothole Existing Utilities	LS	1	30000 -	$ 30000 -
5	Clearing and Grubbing	LS	1	100000 ~~300000~~ (A03)	$ ~~300000~~ (A03) 200000 -
6	Remove Existing Trees and Mulch Stockpile	LS	1	200000	$ 200 000 -
7	Remove Existing Park Improvements	LS	1	175000 -	$ 175 000 -
8	Remove Existing Utilities	LS	1	150000 -	$ 150 000 -
9	Demolition and Removal of Existing Facilities	LS	1	175 000 -	$ 175000 -
10	SWPPP/NPDES/BMP's	LS	1	60 000 -	$ 60000 -
11	Excavation, Grading, and Earthwork	LS	1 2824790	~~2700000~~ (A03)	$ ~~2700000~~ (A03) 2824790 -
12	Temporary Access Road	LS	1	220000 -	$ 220000 -
13	Construct SD System	LS	1	650 000 -	$ 650 000 -
14	Construct Stormwater Quality Improvements	LS	1	400 000 -	$ 400 000 -
15	Construct SS System	LS	1	75000 -	$ 75000 -
16	Construct Water System	LS	1	250000 -	$ 250000 -
17	Construct Irrigation System	LS	1 750000	~~5000~~ (A03)	$ ~~5~~ (A03) 750000
18	Construct Curb Ramps	EA	3	$ 5000 -	$ 15000 -
19	Construct PCC Stairs and Steps	LS	1	150000	$ 150000 -
20	Construct 4" PCC Pedestrian Pavement (T = 4")	SF	24,600	$ 25 -	$ 615000 -
21	Construct 5" PCC Heavy Vehicular Pavement (T = 5")	LS	1	750000 -	$ 750000 -
22	Construct 4"to 5" PCC Integral Color Pavement and Band (T= 4"&5")	LS	1	75000 -	$ 75000 -
23	Construct 6.5" PCC Sports Court Pavement (T = 6.5")	SF	13,020	$ 25 -	$ 325500 -
24	Construct Color Acrylic Surface and Striping	SF	7,400	$ 12 -	$ 88 800 -
25	Construct Truncated 12" SQ Pavers and Stepping Stones	LS	1	14000 -	$ 14000 -
26	Construct Playground Surfacing w/ Thermal Plastic Vulcanized Wear Course	SF	17,510	$ 45 -	$ 787900 -
27	Construct Synthetic Play Turf	SF	3,376	$ 45 -	$ 151920 -
28	Construct Permeable Stabilized Decomposed Granite (4" PDG over 6" AB)	LS	1	50000 -	$ 50000 -

CIP 7978 ADDENDUM #2- 1-26-2024

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
29	Construct PCC Curb and Band (H = varies: (0" to 12"))	LS	1	175000 -	$ 175000 -
30	Construct PCC Valley Gutter, PCC V-Ditch, and Earthen Swale	LS	1	100000 -	$ 100000 -
31	Construct CMU Retaining Wall	LS	1	1100000 -	$ 1100000 -
32	Construct CMU Low Wall	LS	1	140000 -	$ 140000 -
33	Construct CMU Amphitheater and Stage Wall	LS	1	270000 -	$ 270000 -
34	Construct C.I.P. Stem Wall @ Stairs	LF	290	$ 550 -	$ 159500 -
35	Construct C.I.P. Stem Wall w/ Formliner & Precast Plinth	LS	1	700000 -	$ 700000 -
36	Construct C.I.P. Retaining and Low Wall	LF	505	$ 520 -	$ 262600 -
37	Construct CMU Column	EA	11	$ 30000 -	$ 330000 -
38	Construct CMU Low Pilaster	LS	1	160000 -	$ 160000 -
39	Construct Soundwall (H = 26')	LF	274	$ 5000 -	$ 1370000 -
40	Construct Handrail @ Stairs	LF	320	$ 225 -	$ 72000 -
41	Construct Ramp and Handrail	LF	941	$ 240 -	$ 225840 -
42	Construct Chainlink Fence (H = 10')	LF	490	$ 240 -	$ 117600 -
43	Construct Metal Picket Fence	LF	2,674	$ 80 -	$ 213920 -
44	Construct Chainlink Fence (H = 4') & Perforated Metal Screen (H= 3')	LS	1	65000 -	$ 65000 -
45	Construct Wood Post Fence	LF	70	$ 325	$ 22750 -
46	Construct Chainlink Gate (W=4')	EA	4	$ 4200 -	$ 16800 -
47	Construct Single Metal Gate at Playground	EA	3	$ 7000 -	$ 21000 -
48	Construct Door at Amphitheater (3'x7')	EA	3	$ 7000 -	$ ~~21000~~ ADD 21000 -
49	Install Playground Equipment (City Furnished) and (Non-City Furnished)	LS	1	650000 -	$ 650000 -
50	Building A - Restroom Pad Preparation and Coordination (Building Construction By Others)	LS	1	40000 -	$ 40000 -
51	Trash Enclosure w/ Roof Pad Preparation and Coordination (Building Construction by Others)	LS	1	15000 -	$ 15000 -
52	Install Single Post Shade Structure At Sports Court (City Furnished)	LS	1	28000 -	$ 28000 -
53	Construct Amphitheater Hard Cover Structure	LS	1	490000 -	$ 490000 -
54	Install Flower Petal Shade Structures at Playground (City Furnished)	LS	1	24000 -	$ 24000 -
55	Install Fabric Shade Structure at Picnic Area (City Furnished)	LS	1	26000 -	$ 26000 -
56	Construct Fabric Shade Structure At Amphitheater	LS	1	116000 -	$ 116000 -

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
57	Construct Cantilever Shade Structure At Elm St.	LS	1	55000-	$ 55000-
58	Furnish and Install Picnic and Café Tables	LS	1	75000-	$ 75000-
59	Furnish and Install Hot Ash and Waste Receptacles	LS	1	55000-	$ 55000-
60	Furnish and Install Drinking Fountain w/ Sump	EA	6	$ 9500-	$ 57000-
61	Furnish and Install BBQ	EA	3	$ 2600-	$ 7800-
62	Furnish and Install 6' Benches	LS	1	95000-	$ 95000-
63	Furnish and Install Boulders (2,3, and 5 ft Dia)	EA	24	$ 500-	$ 12000-
64	Furnish, Relocate, and Install Park Signs/Plaque, Park Monument Sign, and Reflective Bollards	LS	1	40000-	$ 40000-
65	Install 22" Sphere, Precast Seat, Precast Small and Large Kernal (City Furnished)	LS	1	40000-	$ 40000-
66	Construct Volleyball Court	LS	1	26000-	$ 26000-
67	Construct Basketball Posts and Assembly	LS	1	35000-	$ 35000-
68	Construct Pickleball Posts and Assembly	LS	1	20000-	$ 20000-
69	Furnish and Install Precast Ping Pong Table and Cornhole	LS	1	16000-	$ 16000-
70	Landscape	LS	1	500000-	$ 500000-
71	Electrical	LS	1	825000-	$ 825000-
72	Parking Lot Asphalt Concrete Pavement Rehabilitation	SF	4,200	$ 7-	$ 29400-
73	Parking Lot Type I Slurry Seal	SF	37,400	$ 0.45	$ 16830-
74	Parking Lot Striping, Signage, Loop Bike Rack, and Miscellaneous Improvements	LS	1	35000-	$ 35000-
75	Allowance for Extra Work	Allowance	1	$200,000	$200,000
Total: Bid in Figures:				$ ~~19400000-~~ (AD3)	

Total: Bid in Words: nineteen millim ~~hundred~~ eight hundred thousand dollars and zero cents (AD3)

19800000-

1. **Bidder declares that (I)(we)(it) has read and understand the Scope of Work as defined in Item 1 of Section A - Notice Inviting Sealed Bids and Item 1 and Item 12 of Section B -Instructions to Bidders** AD3 **(Bidders Initials)**

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and Department of Industrial Relations (DIR) registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

Bid Item (s) Number	*(in $1,000) and % Portion of Work*	*Name, Address and E-mail of Subcontractor*	*State License Number*	*Class*	*DIR Registration Number*
5,6,7,9 (all partial)	Demo / Clearing (all but turf) (ADD)	JV Land Clearing 207 E. Arrow Hwy San Dimas CA 91773	759306	C21 661 D49	1000001225 8
	528640 2.7%	tyler@thejvco.com	(ADD)		
26, 30 (all partial)	Shotcrete (partial) 0.7%	Southwest Ditch 3625 Placentia Ln Riverside CA 92501	~~[illegible]~~ 569779	C12	1000004410
	137000 -	Marty@swditch.com			
40-44 46,47 (all partial)	Fence (partial) 3.0%	Gold Cost Fence 2119 E. Curry St Long Beach CA 90805	950797	C13	1000006555
	589832 -	Carlos@gcfence.com			
19, 34-36 (all partial)	Rebar 0.4%	Amber Steel 312 S. Willow Ave Bldg 6A 92376	268566	C50	1000006630
	72804 -	ambersteelplant@gmail.com			
71 (partial)	Electrical 3.4%	Electro Const 2775 Windsor Alta Dena, CA 91101	95881	C10	100000 4159
	662500 -	ru@electroconstruction.com			
26, 27 (all partial)	Playground Surfacing 2.7%	Robertsons Industries 2140 E. Cedar St Tempe AZ 85281	667261	C61 D12	100000 2700
	517730.18	vbrantley@totturf.com			
24 (partial)	Sports Court Surfacing 0.5%	Ferendell Tennis courts 3216 Grey Hawk Ct Carlsbad CA 92010	603945	A, B	100000 4786
	94000 -	paul@ferendelltennis courts.com			

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

2. That the AGENCY will be furnished copies of all subcontracts/quotes entered into by subcontractor for this project prior to Award of Contract.

LIST OF SUBCONTRACTORS

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Bid Item (s) Number	*(in $1,000) and % Portion of Work*	*Name, Address and E-mail of Subcontractor*	*State License Number*	*Class*	*DIR Registration Number*
49,52-57 (all portion)	Playstructure Install 3.3% 641674 -	Western Builders 214 Orange Ave Escondido CA 92029 Info@westernstatebuilder.com	1069677	A, B C61 D34	1000 706410

By submission of this proposal, the Bidder certifies:

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2. That the AGENCY will be furnished copies of all subcontracts/quotes entered into by subcontractor for this project prior to Award of Contract.

NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL

I, Aaron O'Brien, am the
(Print Name)
Vice President / Secretary of Los Angeles Engineering, Inc.,
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the BIDDER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 25th day of January, 20 24.

Los Angeles Engineering, Inc.
Name of Bidder

Signature of Bidder Aaron O'Brien, Vice President / Secretary

633 N. Barranca Ave, Covina, CA 91723
Address of Bidder

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed

Title Aaron O'Brien, Vice President / Secretary

Firm Los Angeles Engineering, Inc.

Date 01/25/2024

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL
CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **AROVISTA PARK MODERNIZATION PROJECT, CIP PROJECT NO. 7978,** (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Los Angeles Engineering, Inc.
Contractor

By

Aaron O'Brien, Vice President / Secretary
Title

Date: 01/25/2024

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

☐ Yes ☒ No

If the answer is yes, explain the circumstances in the space provided.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Los Angeles Engineering, Inc.

Contractor

By

Aaron O'Brien, Vice President / Secretary

Title

Date: 01/25/2024

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Los Angeles Engineering, Inc.
Bidder Name

633 N. Barranca Ave.
Business Address

Covina | CA | 91723
City, | State | Zip

(626) 454-5222
Telephone Number

aaron@laeng.net
Email Address

591176 - A,B,C10,C27,C61/D12,HAZ
State Contractor's License No. and Class

1000002848
DIR Registration Number

03/26/1990
Original Date Issued (State Contractor's License)

03/31/2024
Expiration Date

The work site was inspected by Pedram Afshar of our office on January 9th, 2024

The following are persons, firms, and corporations having a principal interest in this proposal:

Los Angeles Engineering, Inc - Corporation

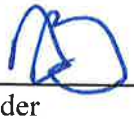
Angus O'Brien - President

Aaron O'Brien - Secretary

Melody Turner - CFO

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Los Angeles Engineering, Inc.
Company Name



Signature of Bidder

Aaron O'Brien, Vice President / Secretary
Printed or Typed Signature

Subscribed and sworn to before me this 25th day of January, 20 24.

NOTARY PUBLIC See Attached Notary Jurat

NOTARY SEAL

Bidder shall list below the names, address and telephone numbers for **three** public agencies for which the bidder has performed similar work with a total construction contract of **$5M** or more within the past **Five** years:

1. City of Lynwood - 11330 Bullis Rd, Lynwood, CA 90262
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Mir Fattahi - 310-603-0220 x835

5,340,000.00	New urban bike paths, landscape	October 2022
Contract Amount	Type of Work	Date Completed

2. City of Tustin - 300 Centennial Way, Tustin, CA 92780
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Art Gonzales - 714-795-9503

19,445,493.00	A new sports park	May 2020
Contract Amount	Type of Work	Date Completed

3. Los Angeles County of Public Works - 900 S. Fremont, Alhambra, CA 91803
Name and Address of Public Agency

Name and Telephone No. of Public Agency Project Manager: Louis Romero - 626-300-3221

9,579,870.50	Infiltration basins, reconstruction of existing park	April 2020
Contract Amount	Type of Work	Date Completed

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

Subscribed and sworn to (or affirmed) before me on this 25th day of January, 2024, by Aaron O'Brien,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature

Joseph Haygood
COMMISSION # 2328595
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires: 17-May-2024

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

   37 Years

2. Is your firm currently the debtor in a bankruptcy case?

   ☐ Yes ☒ No

If " yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number	Bankruptcy Court	Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

   ☐ Yes ☒ No

If " yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number	Bankruptcy Court	Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

   ☐ Yes ☒ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

   ☐ Yes ☒ No

6. Has your firm ever defaulted on a construction contract?

   ☐ Yes ☒ No

If "yes," explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim be providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution.

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes ☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

No premiums over 1 %

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

☐ Yes ☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☒ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☒ No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state's** prevailing wage laws?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid an the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid an the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE Los Angeles Engineering, Inc. as PRINCIPAL, and Liberty Mutual Insurance Company as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of $ 10% - Ten Percent of Amount Bid . THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled " Arovista Park Modernization Project
CIP Project No. 7978

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on February 1, 2024 .

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of January , 2024.

Los Angeles Engineering, Inc.
Principal

By: _____
Aaron O'Brien, Vice President / Secretary

Liberty Mutual Insurance Company
Surety

By: _____
Maria Pena Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

ACKNOWLEDGMENT

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)

On 01/29/2024 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

personally appeared Aaron O'Brien,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Joseph Haygood
COMMISSION # 2328595
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires: 17-May-2024

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)
) ss
County of Los Angeles)

On JAN 18 2024, before me, Patricia Arana, Notary Public, personally appeared Maria Pena, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that ~~he/~~she~~/they~~ executed the same in ~~his/~~her~~/their~~ authorized capacity~~(ies)~~, and that by ~~his/~~her~~/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

PATRICIA ARANA
Notary Public - California
Los Angeles County
Commission # 2401773
My Comm. Expires Apr 23, 2026

Signature: _____
Patricia Arana, Notary Public

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Maria Pena** all of the city of **Los Angeles**, state of **CA** its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: **Los Angeles Engineering, Inc.**

Obligee Name: **City of Brea**

Surety Bond Number: **Bid Bond** **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of January, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of January, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

MINUTES OF SPECIAL MEETING OF THE

BOARD OF DIRECTORS OF

LOS ANGELES ENGINEERING, INC.

A California Corporation

The Directors of LOS ANGELES ENGINEERING, INC., A California Corporation, held the special Meeting of the Board of Directors at 633 N. Barranca, Covina, California, on January 3, 2024 at the hour of 9:00 a.m. for the purpose of passing on any business which might be brought before the meeting.

There were present at said meeting the following Directors, constituting a quorum of the full Board:

ANGUS O'BRIEN AND AARON O'BRIEN.

ANGUS O'BRIEN acted as Chairman of the meeting and AARON O'BRIEN acted as Secretary of the meeting.

RESOLVED – Angus O'Brien, Aaron O'Brien and Melody Turner as Officers are authorized to sign bid documents and contracts concerning the corporation business and thereby bind the corporation to the contract and is authorized to do all things necessary and properly to carry out negotiations and execution of contracts with a public agency.

RESOLVED – The following persons are confirmed as the duly elected officers, serving in their said capacity until their successors are elected and qualified:

Angus O'Brien	President
Aaron O'Brien	Vice President
Aaron O'Brien	Secretary
Melody Turner	Chief Financial Officer

There being no further business to come before the meeting and upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

ATTEST:

Angus O'Brien, Chairman and President

Aaron O'Brien, Secretary

This Corporate Resolution is in force.

Signed this 25th day of January, 2024

Aaron O'Brien, Secretary

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEARS 2023-2025 OF THE CAPITAL IMPROVEMENT PROGRAM AND OPERATING BUDGETS AND RE-ALLOCATE FUNDS FROM EXISTING CAPITAL IMPROVEMENT PROJECTS AND APPROPRIATE ADDITIONAL FUNDS FROM FUNDS 110, 140, 182, 220, 240, 250, 410, 420, 430, 440, 490, AND 560 TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7978, AROVISTA PARK MODERNIZATION PROJECT

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to re-allocate funds from current Capital Improvement Program (CIP) projects in Fund 510 into CIP Project 7978, Arovista Park Modernization Project; and

(ii) The City Council has determined that it is in the best interest of the City of Brea to appropriate funds from funds 110, 140, 240, 410, 430, 440, 490, and 560 to the Capital Improvement Program Fund (510) for Project 7978, Arovista Modernization Project for the fiscal years 2023-2025.

B. RESOLUTION:

NOW, THEREFORE, THE CITY OF BREA, HEREBY, RESOLVES, AND ORDERS AS FOLLOWS:

1. Re-allocate $100,000 from CIP Project No. 7940 to Project No. 7978; and
2. Re-allocate $211,982 from CIP Project No. 7947 to Project No. 7978; and
3. Re-allocate $123,408 from CIP Project No. 7948 to Project No. 7978; and
4. Re-allocate $49,456 from CIP Project No. 7914 to Project No. 7978; and

5. Re-allocate $154,000 from CIP Project No. 7960 to Project No. 7978; and
6. Re-allocate $200,000 from CIP Project No. 7981 to Project No. 7978; and
7. Re-allocate $500,000 from CIP Project No. 7987 to Project N0. 7978; and
8. Re-allocate $930,000 from CIP Project No. 7322 to Project No. 7978; and
9. Re-allocate $250,000 from CIP Project No. 7957 to Project No. 7978; and
10. Re-allocate $130,000 from CIP Project No. 7932 to Project No. 7978; and
11. Re-allocate $99,000 from CIP Project No. 7983 to Project No. 7978; and
12. Re-allocate $249,000 from CIP Project No. 7952 to Project No. 7978; and
13. Allocate existing $250,000 from Fund 510 to CIP Project No. 7978; and
14. Appropriate $6,331,684 from the General Fund (110) to the Capital Improvement Program (510) for Project No. 7978; and
15. Appropriate $1,274,593 from the Community Benefit and Economic Development Fund (140) to the Capital Improvement Program (510) for Project No. 7978; and
16. Appropriate $290,000 from the Air Quality Management District Fund (240) to the Capital Improvement Program (510) for Project No. 7978; and
17. Appropriate $85,000 from the Urban Runoff Fund Capital Reserves (410) to the Capital Improvement Program (510) for Project No. 7978; and
18. Appropriate $95,000 from the Sewer Fund (430) to the Capital Improvement Program (510) for Project No. 7978; and
19. Appropriate $95,000 from the Sanitation Fund Reserves (440) to the Capital Improvement Program (510) for Project No. 7978; and

20. Appropriate $450,000 from the Building Occupancy Fund Reserves (490) to the Capital Improvement Program (510) for Project No. 7978; and
21. Appropriate $800,000 from the Capital Mitigation Improvement Fund (560) to the Capital Improvement Program (510) for Project No. 7978.

APPROVED AND ADOPTED this 19th day of March 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 Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 19th day of March 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated:

Lillian Harris-Neal, City Clerk

C O N S T R U C T I O N A G R E E M E N T
AROVISTA PARK MODERNIZATION PROJECT
CIP PROJECT NO. 7978

This Construction Agreement ("Agreement") is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and Urban Habitat, a California Corporation ("Contractor"). Contractor's CSLB license number is 963744 A, C-27. Contractor's DIR registration number is 1000003890.

R E C I T A L S

A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **AROVISTA PARK MODERNIZATION PROJECT, CIP PROJECT NO. 7978** ("Project").

B. City selected Contractor as the lowest responsive and responsible bidder for the Project.

C. The parties are executing this Agreement to provide for Contractor's furnishing of labor, equipment, and material for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. GENERAL SCOPE OF WORK: Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **AROVISTA PARK MODERNIZATION PROJECT, CIP PROJECT NO. 7978** ("Project"). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, "Work"). Contractor shall at all times comply with applicable laws and City policies.

2. CONTRACT PRICE AND PAYMENT:

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor's bid amount of **$ 16,511,884.55.** Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in Government

Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d).

E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

3. CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to City. Contractor's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **250** working days from the date of the Notice to Proceed.

B. Liquidated damages will be assessed in the amount of **$1,700.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, which in any case shall not exceed the total contract price, and such payment shall be in full satisfaction of all services rendered.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents. In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with City a certification as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

a. Commercial General Liability (occurrence) - for bodily injury, death, and property damage products/completed operations and all other activities undertaken by Contractor in the performance of this Agreement.

b. Comprehensive Automobile Liability (occurrence) - for bodily injury, death, and property damage, insuring against all liability arising out of the use of any vehicle.

c. Owner's and Contractor's Protective (occurrence) - for bodily injury, death, and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

i. $2,000,000 for bodily injury or death;

ii. $2,000,000 for property damage; and

iii. The total of the limits specified in subsections (i) and (ii) above, where a combined single limit is provided.

C. Each such policy of insurance required in paragraph (A)(ii) above shall:

i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

ii. Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide.

iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

iv. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy.

v. Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. Contain a clause substantially in the following words:

> "It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter."

vii. Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

ix. Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

x. Otherwise be in form satisfactory to City.

D. Prior to commencing performance under this Agreement, Contractor shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Contractor commences performance. If performance of this Agreement shall extend beyond one year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) 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 Contractor under this Agreement.

8. LABOR CODE COMPLIANCE:

A. Contractor acknowledges that the Work required is a "public work" as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: http://www.dir.ca.gov/OPRL/pwd/. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than $200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit $25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and Contractor shall include in the written contract between it and each subcontractor

copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. <u>UNRESOLVED DISPUTES</u>:

A. In the event that a dispute arises between the parties regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104 et seq. and Section 9204, as applicable, with respect to any asserted "claim," as individually defined in those Sections.

10. <u>ANTI-TRUST CLAIMS</u>: In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall investigate the conditions, and if City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the Work, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of $25,000 for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City or by a registered civil or structural engineer employed by City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the contract price herein for completion of the Work as set forth in this Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations

necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City and its officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for all damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall

hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:	To Contractor:
Director of Public Works	Brett Brennan - President
City of Brea	Urban Habitat
1 Civic Center Circle	PO Box 1177
Brea, California 92821	La Quinta, California 92247

20. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. APPLICABLE LAW: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. INCORPORATION OF MANDATORY LANGUAGE: Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

23. ENTIRE AGREEMENT: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. **AUTHORITY:** Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. **COUNTERPARTS:** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

URBAN HABITAT

_____	_____
□ Chairperson □ President □ Vice President	□ Secretary □ Asst. Secretary □ Chief Finance Officer □ Asst. Treasurer

[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.]

CITY OF BREA

By: _____
Mayor

Attest: _____
City Clerk

Agreement No. 2024.01.30.104
Professional Services Agreement

This **Professional Services** Agreement ("Agreement") is dated **Tuesday, March 19, 2024** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **TELACU Construction Management** a **C Corporation** ("Consultant").

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following **Professional Services**: **Construction Management and Inspection Services for the Arovista Park Modernization Project CIP No. 7978** for **Public Works**.

B. 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 more specifically described in the Scope of Services set forth in the attached Exhibit A, 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 set forth in the attached **Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the all-inclusive **lump sum** of **$ 736,000.00** ("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 written amendment to this Agreement shall be executed for contingency work that increases the Contract Amount by more than 10.00% Contingency work that is below the foregoing limit may be approved in writing by the Public Works Director, or designee. Contractor's invoice shall include a detailed description of any approved contingency work.

4. Term.

The term of this Agreement shall commence **Tuesday, March 19, 2024** ("Effective Date"). Unless extended or earlier terminated as provided herein, **this Agreement shall expire upon satisfactory completion of the Services.** .

5. Time of Performance.

A. Consultant shall **commence the Services on the above Effective Date** and 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.

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 (4) years from the date of final payment by City.

7. Standard of Care.

Contractor's 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. Contractor 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.

C. Consultant shall comply with all applicable provisions included in the attached Special Provisions Section.

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

Automobile Liability Insurance is required for this Agreement as follows: i. Contractor 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

Workers' Compensation and Employer's Liability Insurance is required for this Agreement as follows: i. Contractor certifies that Contractor 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. Contractor 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. Contractor 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)

Contractor 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 Contractor 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

Contractor 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:

a. Commercial General Liability
$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage

b. Automobile Liability
$2,000,000 per occurrence (any auto) for bodily injury and property damage

c. Workers' Compensation and Employer's Liability
In the amount required by California law for Workers' Compensation Limit.
$1,000,000 per occurrence for Employer's Liability

d. Professional Liability
$2,000,000 per claim and aggregate (errors and omissions)

e. Cyber Liability
$2,000,000 per occurrence

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

iii. 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, Contractor 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 Contractor, its owners, officials, officers, employees, servants, subcontractors, contractors or agents (and/or any entity or individual for whom Contractor 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor 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, Contractor 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 Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Contractor shall bear legal liability) in the performance of professional services under this Agreement. Contractor 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. Contractor'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 Contractor 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. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Contractor agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16. B. Contractor 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. Contractor 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 Contractor '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. Contractor 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. Contractor 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, Contractor, 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. Contractor'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 Contractor by City, or otherwise acquired from City, in connection with Contractor '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. Contractor is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Contractor 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, Contractor shall protect and maintain the security of City Data using methods providing not less than the level of security Contractor 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.), Contractor 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 Contractor in connection with this Agreement. Notwithstanding the foregoing, Contractor shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Contractor shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access. C. Contractor 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.

City hereby designates **Michael Ho**, or such person's designee, as the City Representative for this Agreement.

Consultant hereby designates **Blaine Yoder**, 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.

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	**Consultant**
City of Brea	**TELACU Construction Management**
1 Civic Center Circle	**604 N. Eckhoff Street**
Brea, CA 92821	**Orange, CA 92868**
Michael Ho	**Blaine Yoder**
MichaelH@cityofbrea.net	**BYoder@telacu.com**
(714) 990-7698	**(714) 801-3849**

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, the provisions of this Agreement shall govern.

28. Entire Agreement.

This Agreement 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.

TELACU Construction Management

By: _____

John Clem
President
jclem@telacu.com

Date Signed: _____

By: _____

Date Signed: _____

[Corporation: 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. Limited liability company: 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.]

City of Brea

By: _____

Christine Marick
Mayor

Date Signed: _____

Attest (if over $25,000)

By: _____

Lillian Harris-Neal
City Clerk

Date Signed: _____

SPECIAL PROVISIONS
No Special Provisions required for this Agreement.

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE
(Consultant's proposal attached)

TELACU Construction Management
604 N. Eckhoff St.
Orange • CA 92868
T 714.547.2390
F 714.541.9411
www.TELACU.com

December 18, 2023

City of Brea
Michael Ho, Director of Public Works
545 N. Berry St.
Brea, CA 92821

Mr. Ho,

Thank you for providing TELACU Construction Management ("TCM") the opportunity to propose our services to the City of Brea ("City"). As discussed, attached you will find TCM's detailed staffing plan associated with the Arovista Park Modernization project for the entirety of the project through closeout.

Brief Scope of Services:

- Pre-Construction Services
  - Bid Phase
  - Document Control Setup (Procore System)
  - Review Plans and Specifications
  - Preconstruction Videos and Photos
  - Scheduling
  - Bid Review
  - Recommendation to City Staff and/or Board
  - Assist in executing agreement, gathering bonds and insurance
  - Mobilization
- Construction Phase (Construction Management and Inspection Services)
  - Progress Photos
  - Weekly Meetings
  - Submittal Review
  - RFI's
  - QA/QC Inspections
  - Schedule Review and Updates
  - Change Order Review
  - Inspections and Scheduling Special Inspections
- Closeout Phase
  - Punch List
  - Warranty Tracking
  - As-Builts
  - O&M and Warranty Documents Turned Over
  - City Training

TELACU Construction Management
604 N. Eckhoff St.
Orange • CA 92868
T 714.547.2390
F 714.541.9411
www.TELACU.com

- Commissioning
- Final Walk Through
- Contract Closeout

We look forward to collaborating with the City of Brea on the Arovista Park Modernization project. Please feel free to reach out to me at dclem@telacu.com, should you or the city have any further questions.

Sincerely,

Daniel Clem
Vice President
dclem@telacu.com
m. 714.656.7315

		Preconstruction Services								Construction Phase																Subtotal Hours	Subtotal Costs
		1		2		3		4		1		2		3		4		5		6		7		8			
STAFF POSITION	HOURLY RATE	January		February		March		April		May		June		July		August		September		October		November		December			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Principal in Charge	$ 225	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	96	$ 21,600
Director	$ 190	25	$ 4,750	25	$ 4,750	25	$ 4,750	25	$ 4,750	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	228	$ 43,320
Project Manager	$ 160		$ -		$ -		$ -	40	$ 6,400	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	1240	$ 198,400
Inspector	$ 110		$ -		$ -		$ -	20	$ 2,200	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	660	$ 72,600
Scheduler	$ 140	25	$ 3,500		$ -		$ -		$ -	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560	57	$ 7,980
Monthly Subtotals		58	$ 10,050	33	$ 6,550	33	$ 6,550	93	$ 15,150	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	SUBTOTAL	$ 343,900

		Construction Phase																		Closeout Phase		Subtotal Hours	Subtotal Costs
		9		10		11		12		13		14		15		16		17		18		1			
STAFF POSITION	HOURLY RATE	January		February		March		April		May		June		July		August		September		October		November			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
Principal in Charge	$ 225	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800	8	$ 1,800		$ -	80	$ 18,000
Director	$ 190	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	16	$ 3,040	176	$ 33,440
Project Manager	$ 160	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	150	$ 24,000	40	$ 6,400	1540	$ 246,400
Inspector	$ 110	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	80	$ 8,800	5	$ 550	805	$ 88,550
Scheduler	$ 140	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560	4	$ 560		$ -	40	$ 5,600
Monthly Subtotals		258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	258	$ 38,200	61	$ 9,990	SUBTOTAL	$ 391,990
																								TOTAL	$ 735,890

Agreement No. 2024.01.30.105
Professional Services Agreement

This **Professional Services** Agreement ("Agreement") is dated **Tuesday, March 19, 2024** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **David Volz Design** a **C Corporation** ("Consultant").

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following **Professional Services**: **As-Needed Landscape Design Services through the Construction Period of the Arovista Park Modernization Project CIP NO. 7978** for **Public Works**.

B. 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 more specifically described in the Scope of Services set forth in the attached Exhibit A, 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 set forth in the attached **Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the all-inclusive **lump sum** of **$ 75,000.00** ("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.

This Agreement does not include any contingency or additional work. Any additional work performed by Contractor without a written amendment or approval of the City shall be deemed to be work included within the Services.

4. Term.

The term of this Agreement shall commence **Tuesday, March 19, 2024** ("Effective Date"). Unless extended or earlier terminated as provided herein, **this Agreement shall expire upon satisfactory completion of the Services.** .

5. Time of Performance.

A. Consultant shall **commence the Services on the above Effective Date** and 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.

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 (4) years from the date of final payment by City.

7. Standard of Care.

Contractor's 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. Contractor 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.

C. Consultant shall comply with all applicable provisions included in the attached Special Provisions Section.

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

Automobile Liability Insurance is required for this Agreement as follows: i. Contractor 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

Workers' Compensation and Employer's Liability Insurance is required for this Agreement as follows: i. Contractor certifies that Contractor 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. Contractor 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. Contractor 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)

Contractor 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 Contractor 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

Cyber Liability Insurance is not required for this Agreement.

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:

a. Commercial General Liability
$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage

b. Automobile Liability
$2,000,000 per occurrence (any auto) for bodily injury and property damage

c. Workers' Compensation and Employer's Liability
In the amount required by California law for Workers' Compensation Limit.
$1,000,000 per occurrence for Employer's Liability

d. Professional Liability
$2,000,000 per claim and aggregate (errors and omissions)

e. Cyber Liability
Cyber Liability Insurance is not required for this Agreement.

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

iii. 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, Contractor 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 Contractor, its owners, officials, officers, employees, servants, subcontractors, contractors or agents (and/or any entity or individual for whom Contractor 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor 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, Contractor 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 Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Contractor shall bear legal liability) in the performance of professional services under this Agreement. Contractor 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. Contractor'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 Contractor 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. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Contractor agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16. B. Contractor 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. Contractor 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 Contractor '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. Contractor 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. Contractor 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, Contractor, 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. Contractor'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 Contractor by City, or otherwise acquired from City, in connection with Contractor '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. Contractor is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Contractor 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, Contractor shall protect and maintain the security of City Data using methods providing not less than the level of security Contractor 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.), Contractor 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 Contractor in connection with this Agreement. Notwithstanding the foregoing, Contractor shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Contractor shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access. C. Contractor 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.

City hereby designates **Michael Ho**, or such person's designee, as the City Representative for this Agreement.

Consultant hereby designates **David Volz**, 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.

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	**Consultant**
City of Brea	**David Volz Design**
1 Civic Center Circle	**151 Kalmus Drive, Suite M8**
Brea, CA 92821	**Costa Mesa, CA 92626**
	USA
Michael Ho	**David Volz**
MichaelH@cityofbrea.net	**dvolz@dvolzdesign.com**
(714) 990-7698	**(714) 641-1300**

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, the provisions of this Agreement shall govern.

28. Entire Agreement.

This Agreement 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.

David Volz Design

By: _____

David Volz
President
dvolz@dvolzdesign.com

Date Signed: _____

By: _____

Date Signed: _____

[Corporation: 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. Limited liability company: 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.]

City of Brea

By: _____

Christine Marick
Mayor

Date Signed: _____

Attest (if over $25,000)

By: _____

Lillian Harris-Neal
City Clerk
LillianHN@CityofBrea.net

Date Signed: _____

SPECIAL PROVISIONS
No Special Provisions required for this Agreement.

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE
(Consultant's proposal attached)

~~June 29, 2023~~
~~Revised November 30, 2023~~
January 11, 2024

Michael Ho
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, CA 92821

RE: PROPOSAL TO PROVIDE CONSTRUCTION PERIOD SERVICES FOR AROVISTA PARK PHASE 1: EAST OF BREA CREEK CHANNEL, BASED ON PLANS DATED DECEMBER 5TH, 2023, CONSTRUCTION ANTICIPATED TO BEGIN BY JULY 2024

Dear Mr. Ho,

With this great project out to bid, our David Volz Design team is ready to assist the city's staff and the construction management team with bidding assistance and construction period services. The services that will be provided by DVD are identified below. These services below will be based as needed to not exceed $75,000 per the city's request. We will provide rapid response to submittals and information requested with written opinions and documentation, when needed.

TASK 1 - BIDDING SERVICES

b. Response to requests for information/clarification
c. Bid review
d. City staff and construction management support

TASK 2 - CONSTRUCTION PERIOD SERVICES

a. Prepare responses to requests for information
j. City staff and construction management support
b. Review and reply to submittals
h. Final walk-through and punch list assistance
i. Site visits per city request
i. Final review
k. Review and comment on contractor's official as-built

FEE PROPOSAL

	SLA $175	SLD $155	CT $120	AD $110	Total Hrs	Total Project Fee
Task 1 - Bidding Assistance	40	16	40	8	104	$ 15,160
Task 2 - Construction Period Services	120	160	80	40	400	$ 59,800
	160	**176**	**120**	**48**	**504**	**$ 74,960**

We are looking forward to working with you and your staff and your construction management/inspection team to deliver this exciting new community park to the citizens of Brea. Should you have any questions please do not hesitate to call.

Very truly yours,

DAVID VOLZ DESIGN

David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

ASSUMPTIONS

1. Only services specifically noted in the scope of services are not included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.

2. Payment of fees for permits, processing, recordation or approvals are not included here in.

3. Arovista Phase 1 East of Brea Creek Channel will be constructed in one phase.

4. The contractor will provide irrigation controller charts.

5. Contractor to provide official as-built/record drawings.

6. In Addition to the above, the services and fees will be required if construction exceeds twelve (12) consecutive calendar months. Construction period service will require additional time and fees if construction exceeds the identified construction period.

7. Payments are due within 30 days from invoice date.

8. Irrigation, Electrical, Civil and Structural bidding assistance and construction period services will be contracted directly by the City of Brea.

9. Printing and reimbursements are not included. Digital documents will be provided to the city and if printing is need, will be done by the city.

2024 HOURLY RATES SCHEDULE

Principals	$230/hr
Director of Design	$200/hr
Senior Landscape Architects	$175/hr
Director of GIS	$165/hr
Landscape Architect	$160/hr
Plan Check	$160/hr
Senior Landscape Designer	$155/hr
Senior GIS Analyst	$155/hr
Landscape Designer	$140/hr
GIS Analyst	$140/hr
Project Designer/CADD Technicians I, II, III	$110, 120, 130/hr
GIS Technicians I, II, III	$110, 120, 130/hr
Administration	$110/hr

Agreement No. 2023.11.15.100
Professional Services Agreement

This **Professional Services** Agreement ("Agreement") is dated **Tuesday, March 19, 2024** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **Geocon West, Inc.** a **C Corporation** ("Consultant").

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following **Professional Services**: **Materials Testing, Soils Inspection and Special Inspections** for **Public Works Department**.

B. 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 more specifically described in the Scope of Services set forth in the attached Exhibit A, 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 set forth in the attached **Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the all-inclusive **lump sum** of **$ 250,000.00** ("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.

This Agreement does not include any contingency or additional work. Any additional work performed by Contractor without a written amendment or approval of the City shall be deemed to be work included within the Services.

4. Term.

The term of this Agreement shall commence **Tuesday, March 19, 2024** ("Effective Date"). Unless extended or earlier terminated as provided herein, **this Agreement shall expire upon satisfactory completion of the Services.** .

5. Time of Performance.

A. Consultant shall **commence the Services on the date shown in the City-provided notice to proceed** and shall **complete the Services on the date shown in the City-provided notice to proceed**, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing.

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 (4) years from the date of final payment by City.

7. Standard of Care.

Contractor's 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. Contractor 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.

C. Consultant shall comply with all applicable provisions included in the attached Special Provisions Section.

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
i. Explosion, Collapse and Underground (UCX) (by deletion)

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

Automobile Liability Insurance is required for this Agreement as follows: i. Contractor 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

Workers' Compensation and Employer's Liability Insurance is required for this Agreement as follows: i. Contractor certifies that Contractor 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. Contractor 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. Contractor 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)

Contractor 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 Contractor 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

Cyber Liability Insurance is not required for this Agreement.

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:

a. Commercial General Liability
$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage

b. Automobile Liability
$2,000,000 per occurrence (any auto) for bodily injury and property damage

c. Workers' Compensation and Employer's Liability
In the amount required by California law for Workers' Compensation Limit.
$1,000,000 per occurrence for Employer's Liability

d. Professional Liability
$2,000,000 per claim and aggregate (errors and omissions)

e. Cyber Liability

Cyber Liability Insurance is not required for this Agreement.

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

iii. 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, Contractor 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 Contractor, its owners, officials, officers, employees, servants, subcontractors, contractors or agents (and/or any entity or individual for whom Contractor 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor 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, Contractor 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 Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Contractor shall bear legal liability) in the performance of professional services under this Agreement. Contractor 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. Contractor'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 Contractor 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. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Contractor agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16. B. Contractor 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. Contractor 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 Contractor '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. Contractor 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. Contractor 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, Contractor, 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. Contractor'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 Contractor by City, or otherwise acquired from City, in connection with Contractor '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. Contractor is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Contractor 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, Contractor shall protect and maintain the security of City Data using methods providing not less than the level of security Contractor 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.), Contractor 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 Contractor in connection with this Agreement. Notwithstanding the foregoing, Contractor shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Contractor shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access. C. Contractor 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.

City hereby designates **Michael Ho**, or such person's designee, as the City Representative for this Agreement.

Consultant hereby designates **Jelisa Thomas Adams** 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.

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	**Consultant**
City of Brea	**Geocon West, Inc.**
1 Civic Center Circle	**2807 McGaw Avenue**
Brea, CA 92821	**Irvine, CA 92614**
Michael Ho, P.E.	**Jelisa Thomas Adams, G.E.**
MichaelH@CityofBrea.net	**jelisa@geoconinc.com (949)**
(714) 990-7698	**346-1109**

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, the provisions of this Agreement shall govern.

28. Entire Agreement.

This Agreement 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.

GEOCON WEST, INC.

By: _____
Jelisa Thomas-Adams
Vice President
jelisa@geoconinc.com

Date Signed: _____

By: _____
William Lydon
Chief Financial Officer
lydon@geoconinc.com

Date Signed: _____

[Corporation: 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. Limited liability company: 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.]

City of Brea

By: _____
Christine Marick
Mayor

Date Signed: _____

Attest (if over $25,000)

By: _____
Lillian Harris-Neal
City Clerk
LillianHN@CityofBrea.net

Date Signed: _____

SPECIAL PROVISIONS
Special Provisions are shown below.

Labor Code Requirements.

A. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the Labor Code relating to public works, and Contractor agrees to be bound by all provisions thereof as though set forth in full herein.

B. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Labor Code Section 1771. Pursuant to Labor Code Section 1773, City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

C. Copies may be obtained at cost at the City Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Labor Code Sections 1775, 1776, 1777.5, 1777.6, and 1813. Pursuant to Labor Code Section 1775 of the Labor Code, Contractor shall forfeit to City, as a penalty, not more than $200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by Contractor or by any subcontractor, in violation of the provisions of this Agreement.

D. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of $25,000 or less, or maintenance work of $15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].

E. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

F. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing the Services, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Services, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

G. Contractor agrees to comply with the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.

H. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by executing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Hazardous/Toxic Substances Clean Up and Removal.

Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled or released as a result of, or in connection with, its performance of the Services or related operations performed under this Agreement.

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE
(Consultant's proposal attached)

GENERAL SCOPE OF SERVICES

Geotechnical Consultation. Provide consultation as necessary to the design and construction team. Respond to RFI's and provide additional or alternative design recommendations as necessary.

Compaction/Materials Inspection & Testing. Provide inspector(s) (Geotechnical/Deputy/ or Special Inspector) as required for the project during the grading and construction period. The inspector would be equipped with a vehicle and sufficient field-testing equipment to provide in-place density test results in the field, as well as to collect samples for materials testing. A deputy or Special Inspector will be provided as required for oversight and inspection during placement of steel , concrete, and masonry. A field inspector will be provided as required for oversight during subgrade preparation as well as aggregate base and AC placement.

Geotechnical Observation. Site visits by our engineer and/or geologist would be performed where site conditions, such as undocumented fill removal, warrant. In addition, geologist or engineer time would be incurred for site visits, meetings, and miscellaneous consultation during the construction period.

Laboratory Testing. Perform materials testing and laboratory soil testing necessary for report preparation. The quantity and type of tests performed will depend upon the conditions encountered. The actual cost for laboratory tests would be invoiced in accordance with the enclosed *Schedule of Fees*. Where possible all tests will be performed in our in-house laboratory; however, an outside laboratory may also be utilized on occasion.

Report Preparation and Submittal. Upon completion of the earthwork, foundation installation, and/or materials testing, certification reports will be prepared as required by the Building Official.

GEOCON
WEST, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

2023 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	$95/hr
Engineering Assistant/Lab Technician	95/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	*85/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*90/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles)	*110/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*125/hr
Staff Engineer/Geologist	*125/hr
Senior Staff Engineer/Geologist	*135/hr
Project Engineer/Geologist	*145/hr
Senior Project Engineer/Geologist	*155/hr
Senior Engineer/Geologist	*175/hr
Associate Engineer/Geologist	*200/hr
Principal Engineer/Geologist/Litigation Support	400/hr
Attorney Fees (General)	500/hr
Deposition or Court Appearance	550/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate

Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours)
Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time)
Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite)

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add $50/hr

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	$300/day
Vehicle Mileage	0.75/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge / Sand Cone Testing Equipment	$10/hr
Vehicle	10/hr
Special Inspection Equipment	5/hr
Asphalt Cold Patch/Concrete	30/bag
Double Ring Infiltrometer Equipment	200/day
GPS Unit	160/day
Pick-up Truck	150/day
Water Buffalo	75/day
Dynamic Cone Penetrometer	400/day
Hand-Auger	50/day
Distilled Water (5-gallon)	20/ea
Bailer (Reusable)	35/day
Bailer (Disposable)	15/ea
Stainless Sampling Pump	$150/day
Battery-Powered Pump	75/day
Water Level Indicator	40/day
Interface Probe	125/day
Photo-Ionization Meter	150/day
Combustible Gas Meter	150/day
pH/Conductivity/Temperature Meter	150/day
Turbidity Meter	80/day
Air Sampling Pump	80/day
Level D PPE/Decon Rinse Equipment	50/day
Concrete Coring Equipment	285/day
Generator or Air Compressor	150/day
55-Gallon Drum	120/ea
Visqeen (6 mil 20X100')	135/roll
Traffic Cones/Barricades	35/day
TPHg(EPA 8015B)	70/ea
TPHd/TPHmo (EPA 8015M)	75/ea
TPH Carbon Chain Breakdown (EPA 8015M)	110/ea
Methanol and/or Ethanol (EPA 8015M)	125/ea
Volatile Organic Compounds (EPA 8260B)	125/ea
Semi-Volatile Organic Compounds (EPA 8270)	225/ea
PAHs (EPA 8270SIM)	185/ea
CAM 17 Metals (EPA 6010B)	170/ea
Single Metal (EPA 6010B)	30/ea
Hexavalent Chrome (EPA 7199)	75/ea
Organochlorine Pesticides (EPA 8081)	110/ea
Organophosphorus Pesticides (EPA 8141)	125/ea
Chlorinated Herbicides (EPA 8151)	125/ea
PCBs (EPA 8082)	95/ea
Soil pH (EPA 9045C)	20/ea
WET or TCLP Extraction	85/ea
EPA 5035 Sample Kits	40/ea
Asbestos (PLM)	25/ea
Asbestos (400-point count)	50/ea
Sample Compositing	20/composite
48-hour Turnaround Time	60% surcharge
72-hour Turnaround Time	40% surcharge

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold $300/ea
(D698/D1557/T99/T108) 6-inch mold 300/ea
(CT 216) California Impact 300/ea
Check Point 125/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) ... 200/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) 75/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) 350/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) 125/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value $350/ea
(D2844/CT301) Resistance Value, Treated 350/ea
(D1883) California Bearing Ratio 600/ea
(C977) Stabilization Ability of Lime 185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) 600/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity $175/ea
(D4972/T289) pH Only 75/ea
(CT417) Sulfate Content 125/ea
(CT422) Chloride Content 125/ea
(D2974) Organic Content 100/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall $270/ea
(D5856) Permeability, Rigid Wall 260/ea
(D2434) Permeability, Constant Head 280/ea
(D2434) Permeability, FHA Slab-on-Grade 110/ea
(D2434) Permeability, Hourly 55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload) $400/ea
(D2435/T216) Consolidation Additional Point w/ Unload ... $90/ea
(D4546) Swell/Compression Testing & Density 125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) 85/ea
(D4546) Swell/Settlement Testing & Density (County) 100/ea
(D4546) Swell/Settlement Testing & Density (FHA) 90/ea
(D4829) Expansion Index of Soils 250/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation
- #11 Bar & Smaller $100/ea
- #14 Bar $125/ea
- #18 Bar (Proof Test) $150/ea

(A370) Bend Test
- #11 Bar & Smaller $50/ea
- #14 & #18 Bar $75/ea

(A370) Tensile - Mechanically Spliced Bar
- #11 Bar & Smaller $175/ea
- #14 Bar & Larger $225/ea

(A370) Tensile – Electric Resist. Butt Splice w/ Control 175/ea
(A370) Straightening of bar (if required) 50/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen ..... Cost + 20%
- (A370) Tensile Strength & Elongation
- Up to 200,000 lbs $125/ea
- 200,000 – 300,000 lbs 150/ea

300,000 – 400,000 lbs 175/ea

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire $175/ea
(A416) Tensile Strength, 7-Wire Strand $200/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve $250/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash 175/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash 150/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash 125/ea
(C117/D1140/T11) Materials Finer than #200 ..... 115/ea
(D2216/T265/CT226) Moisture Content 40/ea
(D2487/D2488) Visual Soil Classification 40/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method 50/ea
(D4943) Shrinkage Factors of Soils, Wax Method 75/ea
(C131/C535/CT211) L.A. Abrasion Resistance $250/ea
(C142/T112) Clay Lumps and Friable Particles 155/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles 250/ea
(D3744/CT229/T210) Durability Index Fine 200/ea
(D3744/CT229/T210) Durability Index Coarse 200/ea
(CT227) Cleanness Value 200/ea
(D4791) Flat & Elongated Particles 175/ea
(D693/CT205) Percent Crushed Particles 200/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate .. 200/ea
(C40/CT213/T21) Organic Impurities 100/ea
(C235) Soft Hardness (Scratch Hardness) 125/ea
(C88/CT214/T104) Sulfate Soundness 500/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate ... 175/ea
(C127/CT206/T85) Coarse Specific Gravity 150/ea
(C128/CT207/T84) Fine Specific Gravity 175/ea
(D854/CT209/T100) Specific Gravity of Soil 200/ea
(C29/CT212/T19) Unit Weight & Percent Voids 125/ea
(D2419/CT217/T176) Sand Equivalent 150/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) 250/ea
(D4318/CT204/T89) Liquid Limit 125/ea
(D4318/CT204/T90) Plastic Limit 125/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete ... Quote

SHEAR STRENGTH

(D2166) Unconfined Compression $100/ea
(D3080/T236) Direct Shear (3 points) 350/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass $125/ea
(D2850) Unconsolidated-Undrained Triaxial Shear 115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged 160/ea
(D4767) Consolidated-Undrained Triaxial Shear 265/ea
(D4767) Consolidated-Undrained Triaxial Staged 340/ea
(EM1110) Consolidated-Drained Triaxial Shear 375/ea
(EM1110) Consolidated-Drained Triaxial Staged 480/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption $350/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) 125/ea
(C140) Compression Test 300/ea
(C140) Compression Test (ea. addtl. specimen) 125/ea
(C426) Linear Drying Shrinkage 350/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4") 30/ea
(C942) Grout Prism (3"x3"x6"), trimming included 35/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" – 8"x12"x16" $200/ea
(C1314) 8"x16"x16" – 10"x12"x16" 225/ea
(C1314) 12"x12"x16" – 12"x16"x16" 250/ea
(C1314) Larger than 12"x16"x16" ..... Quote

LABORATORY TESTS* (CONTINUED)

High Strength Bolt, Nut, & Washer Tests:
(A325/A490) Tensile Test on Bolts $100/ea
(A563) Proof Load Test on Nuts $100/ea
(A325/A490) Hardness Test on Bolts $50/ea
(A536) Hardness Test on Nuts $50/ea
(F436) Hardness Test on Washers $50/ea
Weld Specimen Tests:
(E164) Ultrasonic Examination ..... Quote
Machining & Prep of Test Specimen ..... Cost + 20%
(E381) Macrotech Test (3 Faces) $355

ASPHALT TESTING

Asphalt Properties:
(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA $100/ea
(D1560/CT366) Stabilometer Value (HVEEM) $225/ea
(D2041) Theoretical Max Specific Gravity $200/ea
(D5444) Sieve Analysis of Extracted Asphalt $250/ea
(D6307/CT382) Percent Asphalt, Ignition Method $175/ea
(D1188) Unit Weight of Asphalt Core $95/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:
100 Ton & Under $250/ea
101 Tons – 200 Tons 350/ea
Use of Universal Testing Machine:
UTM with One Operator $400/ea
Additional Technician ..... Regular Tech Rate
Spray Applied Fireproofing:
(E605/E736) Fireproofing Oven Dry Density/Thickness ... $125/ea

Brick Test (Set of 5 Specimens):
(C67) 24-Hour Absorption, Cold Water $250/set
(C67) 5-Hour Absorption, Boiling Water $250/set
(C67) Compression Test or Modulus of Rupture $300/set
(C67) Each Additional Specimen $100/ea

CONCRETE**

Mix Designs:
(ACI211/ACI214) Concrete Mix Design $450/ea
(ACI211/ACI214) Review of Concrete Mix Design $450/ea
(C192) Concrete Trial Mix (includes equipment & labor) .. $650/ea
Concrete Properties:
(C39/CT521/T22) Comp. Strength, Concrete Cyl $30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core ... $60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam .. 125/ea
(C174) Length Measuring of Drilled Cores $100/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3) $350/set
(C1140) Shotcrete Panel (each addtl. specimen) $125/ea
(C496) Static Modulus of Elasticity $250/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days) $650/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete . 95/ea

(F1869) Vapor Emission Rate, Concrete Subfloor 50/ea

***2X Surcharge on rush turn-around for laboratory testing.**
****Fee applies for sample storage, testing, or disposal.**

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.

2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.

3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is $155.00 per day when location of work dictates.

4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge

5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.

6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client *is limited to the greater of $50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

7. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to *the greater of $100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

Placeholder - Arovista Plans and Specs

Type...

City of Brea

City Council Regular Meeting Communication

Placeholder - Second Reading Ordinance No. 1244

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Award of Contract for Citywide Scanning

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended September 30, 2023 Copy Copy

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 September. Cash for day-to-day activities is deposited in the demand and interest-bearing checking accounts. The Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account. The City's managed investment portfolio is for 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 September 30, 2023, the total market value of the managed investment portfolio, including accrued interest, was $87,694,297.63 as compared to $87,978,412.20 at August 31, 2023. The weighted average investment yield for September 30, 2023 was 2.27%, 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 $3,323,323.39 at September 30, 2023. This brings the total value of the City's investment portfolio as of September 30, 2023 to $91,017,621.02 as compared to $88,692,444.22 at August 31, 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 September 30, 2023, the market value of the PARS account, including short-term cash and accrued interest was $10,081,867.68 compared to $10,429,329.47 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest, was $668,667.20 in comparison to $1,375,603.04 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 September, the total value of the City's investment portfolio increased by $2,325,176.80. The increase was primarily due the collection of sales tax in the amount of $2,069,942.57 and other revenues. The City's PARS account decreased by $347,461.79 due to market rate adjustments. The City's bond reserve accounts decreased by $706,935.84 due to payments made to the bondholders on September 1, 2023 for the 2017 Brea Plaza Improvement CFC bonds and the 2019 Olinda Ranch Public Improvement CFD Bonds.

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

City of Brea

City Council Regular Meeting Communication

Purchase of Ambulances Copy

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

RECOMMENDATION

Authorize the City Manager or designee to issue a purchase order for $905,525.82 to Republic EVS and approve a 10% contingency.

BACKGROUND/DISCUSSION

On October 3, the Brea Fire Department brought before Council, a recommendation to establish an in-house Brea ambulance program. The first option provided to Council was to continue to operate with a third-party vendor to provide ambulance transport services based upon a contractual amount. The vendor would provide the apparatus and personnel. The ambulances would continue to operate out of fire stations 2 and 3. The ambulance billing, however, would be provided through a separate third-party contractor.

Option two was to create an in-house ambulance program. In this model, the ambulances would be owned and operated by the City. The ambulance operators would be Brea employees and the billing would be provided by a third-party contractor.

After hearing both options, Council decided to move forward with an in-house ambulance program, but in the interim, put out an RFP to secure a vendor for the billing component. Council gave direction to move ahead with ordering ambulances, establishing job classifications, securing surge plan ambulance agreements, and submitting applications to Medicare and Medi Cal as an ambulance service provider.

There is currently one ambulance available for immediate purchase at the factory. The only modification needed is to have the ambulance painted red to match our current fire apparatus. The cost of the ambulance is $266,638.31 and the estimated cost to have it painted is $15,000. The painting is expected to take four weeks. If this available ambulance is not purchased, there is currently a 12 to 14-month delay for another ambulance to become available.

A second ambulance is expected to be ready in approximately six months. This ambulance has a cost of $299,082.33. The purchase of a third ambulance needs to be done in two parts. The first part of the purchase is the cab and chassis at a cost of $74,687.11. After purchasing the cab and chassis, it would be shipped to Medix Specialty Vehicle, Inc to await production of the body. The full cost of ambulance three would be $324,805.18, minus the cost of the pre-purchased cab and chassis.

There is an urgency in purchasing the two ambulances, as well as the cab and chassis for ambulance three. This is due to product shortages and UAW labor disputes which impact the ability to secure ambulances anytime in the next 12-14 months if not purchased immediately. The final cost of the ambulances, other than ambulance one which is already built, is contingent on available Government Factory Rebates which are subject to change. If the rebates become unavailable when ambulances two and three are being built, the cost is subject to increase. That is why there is a request for a 10%

contingency. Not moving forward with the purchase of these ambulances also delays the implementation of the in-house ambulance program, which will improve service to the community and potential revenue for the City. Based on revenue projections, within three years, there will be cost recovery for the full purchase price of the ambulances.

COMMISSION/COMMITTEE RECOMMENDATION

This item was recommended for approval at the October 31 Finance Committee meeting.

FISCAL IMPACT/SUMMARY

The total cost of the three ambulances is $905,525.82. Funding for this purchase will come out the Paramedic and General Funds.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lisa Keyworth, Emergency Preparedness Coordinator

Concurrence: George Avery, Fire Chief

City of Brea

City Council Regular Meeting Communication

October Outgoing Payment Log and November 3, 10, 17, & 24, 2023 City Disbursement Registers

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 Disbursement Register 11.03.23.pdf

City Disbursement Register 11.10.23.pdf

City Disbursement Register

Between Oct 30, 2023 12:00 AM and Nov 3, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194019	AMTECH LIGHTING SERVICES	11/03/2023	19028	475141471	DOME COVER (4)	$103.90
			AMTECH LIGHTING SERVICES		**Total Check Amount:**	**$103.90**
194062	ARDURRA GROUP, INC.	11/03/2023	29147	510707626	PROF SVC THRU 7/31/23	$892.05
		11/03/2023	29147	510707631	PROF SVC THRU 7/31/23	$892.05
		11/03/2023	29147	510707329	PROF SVC THRU 7/31/23	$892.05
		11/03/2023	29147	510707479	PROF SVC THRU 9/30/23	$932.77
		11/03/2023	29147	510707609	PROF SVC THRU 7/31/23	$892.06
		11/03/2023	29147	510707609	PROF SVC THRU 9/30/23	$932.77
		11/03/2023	29147	510707631	PROF SVC THRU 9/30/23	$932.77
		11/03/2023	29147	510707466	PROF SVC THRU 7/31/23	$892.06
		11/03/2023	29147	510707626	PROF SVC THRU 9/30/23	$932.77
		11/03/2023	29147	510707633	PROF SVC THRU 9/30/23	$932.77
		11/03/2023	29147	510707329	PROF SVC THRU 9/30/23	$932.77
		11/03/2023	29147	510707466	PROF SVC THRU 9/30/23	$932.77
		11/03/2023	29147	510707479	PROF SVC THRU 7/31/23	$892.06
		11/03/2023	29147	510707633	PROF SVC THRU 7/31/23	$892.05
			ARDURRA GROUP, INC.		**Total Check Amount:**	**$12,773.77**
194063	AT&T	11/03/2023	22050	475141471	7634923806 10-11-23	$3,782.15
		11/03/2023	22050	475141471	6584092802 10-11-23	$2,574.20
			AT&T		**Total Check Amount:**	**$6,356.35**
194064	AT&T	11/03/2023	22390	475141471	7149110022 9/14-10/13	$217.73
		11/03/2023	22390	475141471	714911002210/14-11/13	$217.73
			AT&T		**Total Check Amount:**	**$435.46**
194065	AVENU INSIGHTS & ANALYTICS, LLC	11/03/2023	29396	110141424	SUTA SVC-Q1 2023	$3,998.45
			AVENU INSIGHTS & ANALYTICS, LLC		**Total Check Amount:**	**$3,998.45**
194066	BKF ENGINEERS	11/03/2023	29410	510707322	PROF SVC THRU 5/22/22	$2,929.00
			BKF ENGINEERS		**Total Check Amount:**	**$2,929.00**
194067	KELSIE M. BLACKWELL	11/03/2023	29165	110404542	ONCE23 CHOREOGRAPHER	$1,500.00
			KELSIE M. BLACKWELL		**Total Check Amount:**	**$1,500.00**
194068	CALIF BUILDING STANDARDS COMMISSION	11/03/2023	20578	110	GRNBLDG FEE 23/24 Q1	$817.00
		11/03/2023	20578	110000000	GBF 10% 23/24 Q1	($81.70)
			CALIF BUILDING STANDARDS COMMISSION		**Total Check Amount:**	**$735.30**
194069	CHARTER COMMUNICATIONS	11/03/2023	31694	110111143	CABLE CHGS OCT/NOV 23	$95.13
			CHARTER COMMUNICATIONS		**Total Check Amount:**	**$95.13**
194070	CINTAS	11/03/2023	24347	110404542	BCC FIRST AID RESTOCK	$151.55
			CINTAS		**Total Check Amount:**	**$151.55**
194071	CIVILTEC ENGINEERING INC.	11/03/2023	2581	510707470	PROF SVC THRU 7/31	$1,992.50
		11/03/2023	2581	510707479	PROF SVC THRU 9/01/23	$21,388.75

City Disbursement Register

Between Oct 30, 2023 12:00 AM and Nov 3, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194071	CIVILTEC ENGINEERING INC.	11/03/2023	2581	510707470	PROF SVC THRU 9/1/23	$14,792.50
		11/03/2023	2581	510707479	PROF SVC THRU 7/31	$10,729.58
		11/03/2023	2581	510707631	PROF SVC THRU 7/31	$920.00
				CIVILTEC ENGINEERING INC.	**Total Check Amount:**	**$49,823.33**
194072	PATRICK COPELAND	11/03/2023	32652	110404542	ONCE 23 MUSIC/ACTOR	$3,000.00
				PATRICK COPELAND	**Total Check Amount:**	**$3,000.00**
194073	DEPARTMENT OF CONSERVATION	11/03/2023	2278	110	STRNG MTN FEE 23/24Q1	$2,512.14
		11/03/2023	2278	110000000	SM FEES 5% 23/24 Q1	($125.61)
				DEPARTMENT OF CONSERVATION	**Total Check Amount:**	**$2,386.53**
194074	SOUTHERN CALIFORNIA EDISON	11/03/2023	3343	110515121	OCT 2023 ELECTRICITY	$8,773.63
		11/03/2023	3343	420515131	OCT 2023 ELECTRICITY	$71,025.00
				SOUTHERN CALIFORNIA EDISON	**Total Check Amount:**	**$79,798.63**
194075	FIRST AMERICAN DATA TREE, LLC	11/03/2023	31301	475141471	23/24 DATA SOLUTIONS	$3,000.00
				FIRST AMERICAN DATA TREE, LLC	**Total Check Amount:**	**$3,000.00**
194076	THE GAS COMPANY	11/03/2023	3749	490515151	SEPTEMEBER 2023 GAS	$148.66
				THE GAS COMPANY	**Total Check Amount:**	**$148.66**
194077	HF&H CONSULTANTS, LLC	11/03/2023	27542	440515122	SB1383 SVCS SEP 2023	$6,241.50
				HF&H CONSULTANTS, LLC	**Total Check Amount:**	**$6,241.50**
194078	HORNE LLP DBA CA LIHWAP	11/03/2023	32432	440000000	REFUND-LIWAP OVERPYMT	$113.68
				HORNE LLP DBA CA LIHWAP	**Total Check Amount:**	**$113.68**
194079	HUEI DANCE PERFORMING ARTS	11/03/2023	32653	110	RENTAL DEPOSIT REFUND	$500.00
				HUEI DANCE PERFORMING ARTS	**Total Check Amount:**	**$500.00**
194080	HYDROPRO SOLUTIONS	11/03/2023	31845	420515131	METERS	$6,734.23
				HYDROPRO SOLUTIONS	**Total Check Amount:**	**$6,734.23**
194081	JACOB GREEN & ASSOCIATES, INC	11/03/2023	32038	110212111	LEGAL SVCS 9/30/23	$1,000.00
				JACOB GREEN & ASSOCIATES, INC	**Total Check Amount:**	**$1,000.00**
194082	LU'S LIGHTHOUSE, INC.	11/03/2023	28330	480515161	BEACON LIGHTS	$385.36
				LU'S LIGHTHOUSE, INC.	**Total Check Amount:**	**$385.36**
194083	LVH ENTERTAINMENT SYSTEMS	11/03/2023	32655	110404542	RIGGING & SAFETY INSP	$2,500.00
				LVH ENTERTAINMENT SYSTEMS	**Total Check Amount:**	**$2,500.00**
194084	MEALS ON WHEELS ORANGE COUNTY	11/03/2023	30682	110404521	23/24 Q1 SENIORSERV	$5,000.00
				MEALS ON WHEELS ORANGE COUNTY	**Total Check Amount:**	**$5,000.00**
194085	MONUMENT ROW	11/03/2023	32407	510707946	ROW CONSULT SVC-SEP23	$290.00
				MONUMENT ROW	**Total Check Amount:**	**$290.00**
194086	NEWGEN STRATEGIES & SOLUTIONS, LLC	11/03/2023	31442	440515122	S/W COS STUDY 10/15	$3,355.00
				NEWGEN STRATEGIES & SOLUTIONS, LLC	**Total Check Amount:**	**$3,355.00**
194087	JOSE BENITO NUNEZ	11/03/2023	32651	110404541	VIDEO SVCS	$500.00
				JOSE BENITO NUNEZ	**Total Check Amount:**	**$500.00**

City Disbursement Register

Between Oct 30, 2023 12:00 AM and Nov 3, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194088	ORANGE COUNTY WINWATER WORKS	11/03/2023	28030	420515131	PLUMBING SUPPLIES	$3,919.95
			ORANGE COUNTY WINWATER WORKS		**Total Check Amount:**	**$3,919.95**
194089	OC WRAPS, INC.	11/03/2023	32433	110404541	TTB WINDOW INSTALL	$450.19
				OC WRAPS, INC.	**Total Check Amount:**	**$450.19**
194090	THE PINK DOOR SALON	11/03/2023	32656	110	RENTAL DEPOSIT REFUND	$408.75
				THE PINK DOOR SALON	**Total Check Amount:**	**$408.75**
194091	TARA PITT	11/03/2023	22990	110404542	ONCE23 ASSIST DIRECT	$1,200.00
				TARA PITT	**Total Check Amount:**	**$1,200.00**
194092	RBI TRAFFIC, INC	11/03/2023	30571	510707479	PLAN CK SVC JUL-SEP23	$112.50
		11/03/2023	30571	110000000	PLAN CK SVC JUL-SEP23	($280.80)
		11/03/2023	30571	510707329	PLAN CK SVC JUL-SEP23	$112.50
		11/03/2023	30571	110515171	EB BIRCH ST PLANS	$1,400.00
		11/03/2023	30571	84051517P	PLAN CK SVC JUL-SEP23	$14,320.80
				RBI TRAFFIC, INC	**Total Check Amount:**	**$15,665.00**
194093	RIO HONDO COLLEGE	11/03/2023	6124	110222221	043 ADV FIRE (29)	$1,450.00
				RIO HONDO COLLEGE	**Total Check Amount:**	**$1,450.00**
194094	LAUREN SHOEMAKER	11/03/2023	32154	110404542	ONCE23 PROD STAGEMNGR	$1,500.00
				LAUREN SHOEMAKER	**Total Check Amount:**	**$1,500.00**
194095	SOUTH COAST AIR QUALITY MGMT DIST	11/03/2023	10871	480515161	174303 RENEWAL FEE	$504.91
				SOUTH COAST AIR QUALITY MGMT DIST	**Total Check Amount:**	**$504.91**
194096	SOUTH COAST AIR QUALITY MGMT DIST	11/03/2023	10871	480515161	174303 EMISSIONS FEE	$160.35
				SOUTH COAST AIR QUALITY MGMT DIST	**Total Check Amount:**	**$160.35**
194097	STAGES THEATRE INC	11/03/2023	31558	110	MCM40 PAYOUT#2	$9,334.08
				STAGES THEATRE INC	**Total Check Amount:**	**$9,334.08**
194098	STOP HUMAN TRAFFICKING NOW LLC	11/03/2023	32657	110212111	1ST RESP.TRAINING (3)	$345.00
				STOP HUMAN TRAFFICKING NOW LLC	**Total Check Amount:**	**$345.00**
194099	TEC EQUIPMENT	11/03/2023	32466	480515161	TURBO REPAIR	$4,088.45
				TEC EQUIPMENT	**Total Check Amount:**	**$4,088.45**
194100	JACOB WALLENBROCK	11/03/2023	32658	110404421	TRUMPET PERFORMANCE	$100.00
				JACOB WALLENBROCK	**Total Check Amount:**	**$100.00**
194101	WEBSTAURANT STORE LLC	11/03/2023	32577	440515122	RECYLCING BINS	$1,866.15
				WEBSTAURANT STORE LLC	**Total Check Amount:**	**$1,866.15**
194102	KEVIN WEED	11/03/2023	25941	110404421	11/11/23 BAGPIP PERF	$200.00
				KEVIN WEED	**Total Check Amount:**	**$200.00**
194103	BRIAN YABUR	11/03/2023	32659	110	RENTAL DEPOSIT REFUND	$823.50
				BRIAN YABUR	**Total Check Amount:**	**$823.50**
					Check Subtotal	**$235,872.16**

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V53425	AARON DANIEL ADAM	11/03/2023	32005	110212111	TRAINING MILEAGE	$100.41
			AARON DANIEL ADAM		**Total Check Amount:**	**$100.41**
V53426	ROGER AIELLI	11/03/2023	31021	110404424	UMPIRE FEE 10/23/23	$102.00
			ROGER AIELLI		**Total Check Amount:**	**$102.00**
V53427	ALL CITY MANAGEMENT SERVICES INC	11/03/2023	6604	110212132	CROSSGUARD 10/1-10/14	$3,431.25
			ALL CITY MANAGEMENT SERVICES INC		**Total Check Amount:**	**$3,431.25**
V53428	ALL TRAFFIC SOLUTIONS	11/03/2023	27984	110212132	23/24 TRAFFIC SUITE	$3,000.00
			ALL TRAFFIC SOLUTIONS		**Total Check Amount:**	**$3,000.00**
V53429	ALLSTAR FIRE EQUIPMENT	11/03/2023	8353	110222221	HELMETS (3)	$369.81
			ALLSTAR FIRE EQUIPMENT		**Total Check Amount:**	**$369.81**
V53430	ALTERNATIVE HOSE, INC.	11/03/2023	18488	480515161	HYDRANT WRENCH	$90.45
			ALTERNATIVE HOSE, INC.		**Total Check Amount:**	**$90.45**
V53431	BREA DISPOSAL, INC	11/03/2023	3330	440515122	SEP 23 RES TONNAGE	$98,782.50
			BREA DISPOSAL, INC		**Total Check Amount:**	**$98,782.50**
V53432	AMANDA ROSE CHEVALIER	11/03/2023	32520	110212111	FEMALE ENF EMOTIONAL	$16.00
		11/03/2023	32520	110212111	TRAINING MILEAGE	$129.04
			AMANDA ROSE CHEVALIER		**Total Check Amount:**	**$145.04**
V53433	KATHERINE MARIE CHIDESTER	11/03/2023	29117	110404541	MILEAGE AUG 2023	$31.05
			KATHERINE MARIE CHIDESTER		**Total Check Amount:**	**$31.05**
V53434	DANIELS TIRE SERVICE	11/03/2023	3133	480515161	TIRES	$2,962.36
			DANIELS TIRE SERVICE		**Total Check Amount:**	**$2,962.36**
V53435	ENTERPRISE SECURITY, INC.	11/03/2023	18042	475141471	BATTERY SVC F1 TERM	$3,169.46
		11/03/2023	18042	490515151	BATTERY SVC F1 TERM	$3,169.46
			ENTERPRISE SECURITY, INC.		**Total Check Amount:**	**$6,338.92**
V53436	EQUIPMENT DIRECT INC	11/03/2023	4522	110515144	SAFETY EQUIPMENT	$132.88
			EQUIPMENT DIRECT INC		**Total Check Amount:**	**$132.88**
V53437	FLEMING ENVIRONMENTAL, INC.	11/03/2023	18487	480515161	TANK TEST-CCC	$775.00
		11/03/2023	18487	480515161	TANK TEST-FS#3	$775.00
			FLEMING ENVIRONMENTAL, INC.		**Total Check Amount:**	**$1,550.00**
V53438	FUSCOE ENGINEERING, INC.	11/03/2023	18052	840141412	PLAN CK SVC THRU 8/31	$4,335.75
		11/03/2023	18052	840141412	PLAN CK SVC THRU 7/31	$262.00
		11/03/2023	18052	840141412	PLAN CK SVC THRU 9/30	$3,090.25
			FUSCOE ENGINEERING, INC.		**Total Check Amount:**	**$7,688.00**
V53439	GALE SUPPLY COMPANY	11/03/2023	21090	110515141	TOILETRIES	$634.17
			GALE SUPPLY COMPANY		**Total Check Amount:**	**$634.17**
V53440	GRAFIX SYSTEMS	11/03/2023	28716	174222222	EMS VEH LETTERING	$379.55
			GRAFIX SYSTEMS		**Total Check Amount:**	**$379.55**
V53441	HAAKER EQUIPMENT CO.	11/03/2023	4297	480515161	CONNECTORS	$210.18

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V53441	HAAKER EQUIPMENT CO.	11/03/2023	4297	480515161	PUMP REPAIR	$916.34
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$1,126.52**
V53442	CHRISTOPHER H. HADDAD	11/03/2023	15668	110212111	COPS NATIONAL CONF	$176.50
			CHRISTOPHER H. HADDAD		**Total Check Amount:**	**$176.50**
V53443	GABRIEL HANNAH	11/03/2023	17533	110404424	UMPIRE FEE 10/23/23	$102.00
			GABRIEL HANNAH		**Total Check Amount:**	**$102.00**
V53444	IMPERIAL SPRINKLER SUPPLY	11/03/2023	32183	110515143	IRRIGATION SUPPLIES	$100.14
			IMPERIAL SPRINKLER SUPPLY		**Total Check Amount:**	**$100.14**
V53445	JONATHAN INFANTE	11/03/2023	24628	110404542	ONCE23 DIRECTOR	$1,500.00
			JONATHAN INFANTE		**Total Check Amount:**	**$1,500.00**
V53446	INLAND ROUNDBALL OFFICIALS INC.	11/03/2023	31906	110404424	UMPIREFEE 10/19 10/22	$1,120.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$1,120.00**
V53447	INTELESYSONE, INC.	11/03/2023	28212	475141471	PROF. SVCS 10/23/23	$229.12
			INTELESYSONE, INC.		**Total Check Amount:**	**$229.12**
V53448	INTERWEST CONSULTING GROUP, INC.	11/03/2023	28473	510707476	PROF SVC THRU 7/31/23	$2,004.00
		11/03/2023	28473	510707717	CIP MGMT JULY 2023	$97.50
		11/03/2023	28473	510707956	PROF SVC THRU 8/31/23	$360.00
		11/03/2023	28473	510707322	CIP MGMT AUG 2023	$1,511.25
		11/03/2023	28473	510707299	PROF SVC THRU 8/31/23	$167.00
		11/03/2023	28473	510707328	CIP MGMT JULY 2023	$160.00
		11/03/2023	28473	510707476	PROF SVC THRU 8/31/23	$1,795.25
		11/03/2023	28473	510707965	PROF SVC THRU 7/31/23	$208.75
		11/03/2023	28473	510707299	PROF SVC THRU 7/31/23	$250.50
		11/03/2023	28473	510707322	CIP MGMT JULY 2023	$828.75
		11/03/2023	28473	510707328	CIP MGMT AUG 2023	$32.50
		11/03/2023	28473	510707442	CIP MGMT JULY 2023	$97.50
		11/03/2023	28473	510707965	PROF SVC THRU 8/31/23	$2,380.00
			INTERWEST CONSULTING GROUP, INC.		**Total Check Amount:**	**$9,893.00**
V53449	DAVID TAEKEK KANG	11/03/2023	29475	110212111	COPS NATIONAL CONF	$176.50
			DAVID TAEKEK KANG		**Total Check Amount:**	**$176.50**
V53450	KREUZER CONSULTING GROUP	11/03/2023	22072	510707329	PROF SVC THRU 7/31/23	$13,346.00
			KREUZER CONSULTING GROUP		**Total Check Amount:**	**$13,346.00**
V53451	LAKEMAN CHASSIS	11/03/2023	12885	480515161	ARROWBOARD INSTALL #2314	$1,526.89
			LAKEMAN CHASSIS		**Total Check Amount:**	**$1,526.89**
V53452	LEIGHTON CONSULTING, INC	11/03/2023	22203	510707631	GEOTECH SVC-JULY 2023	$700.00
		11/03/2023	22203	510707631	GEOTECH SVC-AUG 2023	$18,850.00
			LEIGHTON CONSULTING, INC		**Total Check Amount:**	**$19,550.00**

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V53453	LIEBERT CASSIDY WHITMORE	11/03/2023	2489	470141483	LEGAL SVCS 9/30/23	$794.50
		11/03/2023	2489	110141481	LEGAL SVCS 9/30/23	$6,160.50
				LIEBERT CASSIDY WHITMORE	**Total Check Amount:**	**$6,955.00**
V53454	LOS ANGELES TRUCK CENTERS, LLC	11/03/2023	7300	480515161	SENSOR	$750.06
				LOS ANGELES TRUCK CENTERS, LLC	**Total Check Amount:**	**$750.06**
V53455	JOSELYN ELIZABETH MAGANA	11/03/2023	32110	110212111	COPS NATIONAL CONF	$176.50
				JOSELYN ELIZABETH MAGANA	**Total Check Amount:**	**$176.50**
V53456	MARK THOMAS & COMPANY, INC	11/03/2023	30436	510707946	PROF SVC THRU 10/1/23	$14,081.22
				MARK THOMAS & COMPANY, INC	**Total Check Amount:**	**$14,081.22**
V53457	JAMIE KRISTINE MCDONALD	11/03/2023	23730	110212111	COPS NATIONAL CONF	$176.50
				JAMIE KRISTINE MCDONALD	**Total Check Amount:**	**$176.50**
V53458	TINA M MEYER	11/03/2023	12786	110212133	SEPTEMBER 23 MILEAGE	$154.58
				TINA M MEYER	**Total Check Amount:**	**$154.58**
V53459	NIEVES LANDSCAPE, INC.	11/03/2023	31375	110515143	IRRIGATION WORK	$2,258.00
		11/03/2023	31375	110515148	IRRIGATION WORK	$180.00
		11/03/2023	31375	346515112	IRRIGATION WORK	$980.00
		11/03/2023	31375	343515112	IRRIGATION WORK	$310.00
				NIEVES LANDSCAPE, INC.	**Total Check Amount:**	**$3,728.00**
V53460	MIGUEL OJEDA	11/03/2023	25161	110212111	TRAINING EXPENSES	$12.58
				MIGUEL OJEDA	**Total Check Amount:**	**$12.58**
V53461	RCS INVESTIGATIONS & CONSULTING LLC	11/03/2023	22534	110141481	HR SVCS 10/10/23 (2)	$3,200.00
				RCS INVESTIGATIONS & CONSULTING LLC	**Total Check Amount:**	**$3,200.00**
V53462	ROTH STAFFING COMPANIES LP	11/03/2023	27579	110222211	TEMP STAFF WE10/15/23	$1,436.48
				ROTH STAFFING COMPANIES LP	**Total Check Amount:**	**$1,436.48**
V53463	STAGELIGHT FAMILY PRODUCTIONS	11/03/2023	7825	110404542	BYT24 SEUSSICAL #1	$25,065.00
				STAGELIGHT FAMILY PRODUCTIONS	**Total Check Amount:**	**$25,065.00**
V53464	SUPERIOR ALARM SYSTEMS	11/03/2023	11074	475141471	AROVISTA JAN23-DEC23	$540.00
				SUPERIOR ALARM SYSTEMS	**Total Check Amount:**	**$540.00**
V53465	UNITED ROTARY BRUSH CORPORATION	11/03/2023	16649	480515161	SWEEPER BROOMS	$578.37
				UNITED ROTARY BRUSH CORPORATION	**Total Check Amount:**	**$578.37**
V53466	VIRTUAL PROJECT MANAGER	11/03/2023	23508	510515171	CIP/SW/BCKUP/ST OCT23	$500.00
		11/03/2023	23508	510515171	CIP/SW/BCKUP/ST SEP23	$500.00
				VIRTUAL PROJECT MANAGER	**Total Check Amount:**	**$1,000.00**
V53467	VORTEX	11/03/2023	15007	110515144	DOOR MAINTENANCE SVC	$911.00
				VORTEX	**Total Check Amount:**	**$911.00**
V53468	WEST COAST ARBORISTS, INC.	11/03/2023	1556	341515112	MD1 TREE MAINTENANCE	$441.30
		11/03/2023	1556	345515112	MD5 TREE MAINTENANCE	$825.23

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V53468	WEST COAST ARBORISTS, INC.	11/03/2023	1556	110515142	TREE MAINTENANCE	$4,395.30
				WEST COAST ARBORISTS, INC.	**Total Check Amount:**	**$5,661.83**
V53469	WEST COAST SAND & GRAVEL, INC.	11/03/2023	11519	420515131	UTILITY SAND	$619.19
				WEST COAST SAND & GRAVEL, INC.	**Total Check Amount:**	**$619.19**
V53470	WESTCOAST SHIRTWORKS, INC.	11/03/2023	22572	110515171	2 TOPS & EMBROIDERY	$176.54
				WESTCOAST SHIRTWORKS, INC.	**Total Check Amount:**	**$176.54**
V53471	WILLDAN ENGINEERING	11/03/2023	12445	510707251	PROF SVC THRU 7/28/23	$4,988.00
		11/03/2023	12445	510707454	PROF SVC THRU 7/28/23	$1,074.31
		11/03/2023	12445	510707626	PROF SVC THRU 7/28/23	$243.24
		11/03/2023	12445	510707466	PROF SVC THRU 7/28/23	$709.45
				WILLDAN ENGINEERING	**Total Check Amount:**	**$7,015.00**
V53472	WILLDAN FINANCIAL SERVICES	11/03/2023	23058	110141431	CDIAC 23 REF LSE REV	$600.00
		11/03/2023	23058	880141431	10 LETTERS 22/23 PH.1	$156.30
				WILLDAN FINANCIAL SERVICES	**Total Check Amount:**	**$756.30**
					Voucher Subtotal	**$247,579.21**
					TOTAL	**$483,451.37**

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194104	5 STAR FILM LOCATIONS INC	11/10/2023	32666	110111111	CATERING-C+C REC 1026	$4,641.00
			5 STAR FILM LOCATIONS INC		**Total Check Amount:**	**$4,641.00**
194105	AMP'D ENTERTAINMENT, INC.	11/10/2023	32030	110404542	WIRELESS HEADSET SVC	$3,286.56
			AMP'D ENTERTAINMENT, INC.		**Total Check Amount:**	**$3,286.56**
194106	AT&T CALNET	11/10/2023	20391	360515145	CALNET OCT 2023	$55.74
		11/10/2023	20391	361515143	CALNET OCT 2023	$112.61
		11/10/2023	20391	420515131	CALNET OCT 2023	$497.56
		11/10/2023	20391	475141471	CALNET OCT 2023	$7,321.95
		11/10/2023	20391	360515147	CALNET OCT 2023	$2.59
			AT&T CALNET		**Total Check Amount:**	**$7,990.45**
194107	AVENU INSIGHTS & ANALYTICS, LLC	11/10/2023	29396	110141424	SUTA SVC-Q2 2023	$788.86
			AVENU INSIGHTS & ANALYTICS, LLC		**Total Check Amount:**	**$788.86**
194109	BUSINESS CARD	11/10/2023	18749	110212121	BSCARD 092323 PD	$625.00
		11/10/2023	18749	110212132	BSCARD 082323 ADJ	($4,050.00)
		11/10/2023	18749	110212132	BSCARD 082323 PD TRNG	$4,050.00
		11/10/2023	18749	110222211	BSCARD 092323 FIRE	$900.00
		11/10/2023	18749	110141481	BSCARD 092323 PD	$400.00
		11/10/2023	18749	110404425	BSCARD 092323 CS	$1,234.50
		11/10/2023	18749	181404250	BSCARD 092323 CS	$4,348.65
		11/10/2023	18749	110141481	BSCARD 092323 DEF REV	($116.29)
		11/10/2023	18749	110141481	BSCARD 092323 HR	$116.29
		11/10/2023	18749	110212111	BSCARD 092323 PD	$350.07
		11/10/2023	18749	110212111	BSCARD 102323 DEFAULT	$3,816.90
		11/10/2023	18749	110212131	BSCARD 092323 PD TRNG	$7.17
		11/10/2023	18749	110222211	BSCARD 092323 DEF REV	($900.00)
		11/10/2023	18749	110404211	BSCARD 102323 DEFAULT	$790.27
		11/10/2023	18749	110404217	BSCARD 092323 CS	$97.56
		11/10/2023	18749	902009100	BSCARD 092323 PD	$140.00
		11/10/2023	18749	950000000	ILJAOC BSCARD 1023 MJ	$15.99
		11/10/2023	18749	110141481	BSCARD 102323 DEFAULT	$1,618.64
		11/10/2023	18749	110212111	BSCARD 092323 DEF REV	($1,522.24)
		11/10/2023	18749	110222211	BSCARD 102323 DEFAULT	$136.14
		11/10/2023	18749	110404211	BSCARD 092323 DEF REV	($8,288.80)
		11/10/2023	18749	110404311	BSCARD 092323 CSII	$724.28
		11/10/2023	18749	110404428	BSCARD 092323 CS	$1,883.81
		11/10/2023	18749	420515131	BSCARD 102323 DEFAULT	$142.38
			BUSINESS CARD		**Total Check Amount:**	**$6,520.32**

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194110	JASMINE CHOI	11/10/2023	32664	420141421	WATER SVC RESTORATION	$251.71
			JASMINE CHOI		**Total Check Amount:**	**$251.71**
194111	CIVILTEC ENGINEERING INC.	11/10/2023	2581	510707470	PROF SVCS THRU 9/30	$11,151.11
			CIVILTEC ENGINEERING INC.		**Total Check Amount:**	**$11,151.11**
194112	COUNTY OF ORANGE	11/10/2023	4799	172212133	800MHZBCKBONE 2324 Q2	$44,675.00
			COUNTY OF ORANGE		**Total Check Amount:**	**$44,675.00**
194113	CREATE A PARTY RENTALS	11/10/2023	7113	110404421	BREA FEST RENTALS	$6,003.13
			CREATE A PARTY RENTALS		**Total Check Amount:**	**$6,003.13**
194114	DAVID VOLZ DESIGN	11/10/2023	31785	510707978	AROVISTA PARK MOD	$79,493.12
			DAVID VOLZ DESIGN		**Total Check Amount:**	**$79,493.12**
194115	SOUTHERN CALIFORNIA EDISON	11/10/2023	3343	110515121	OCT 2023 ELECTRICITY	$22,602.38
		11/10/2023	3343	490515151	OCT 2023 ELECTRICITY	$7,710.51
		11/10/2023	3343	110515125	OCT 2023 ELECTRICITY	$7,631.13
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$37,944.02**
194116	FAST START SAFETY, INC.	11/10/2023	32452	110515141	AERIAL LIFT TRAINING	$285.00
		11/10/2023	32452	420515131	AERIAL LIFT TRAINING	$190.00
		11/10/2023	32452	490515151	AERIAL LIFT TRAINING	$285.00
		11/10/2023	32452	110515121	AERIAL LIFT TRAINING	$285.00
		11/10/2023	32452	430515123	AERIAL LIFT TRAINING	$190.00
		11/10/2023	32452	480515161	AERIAL LIFT TRAINING	$190.00
			FAST START SAFETY, INC.		**Total Check Amount:**	**$1,425.00**
194117	FRONTIER COMMUNICATIONS	11/10/2023	26183	475141471	5621820146 1026-1115	$56.12
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$56.12**
194118	HOIST SERVICE INC	11/10/2023	8518	480515161	HOIST INSP 10/23/23	$600.00
			HOIST SERVICE INC		**Total Check Amount:**	**$600.00**
194119	INTIME SOLUTIONS INC.	11/10/2023	20876	950000000	ILJAOC ISE TEXT OCT23	$3,807.20
			INTIME SOLUTIONS INC.		**Total Check Amount:**	**$3,807.20**
194120	LYRIC OPERA OF ORANGE COUNTY	11/10/2023	32667	110	RENTAL DEPOSIT REFUND	$500.00
		11/10/2023	32667	110	THTR CRED BAL REFUND	$40.00
			LYRIC OPERA OF ORANGE COUNTY		**Total Check Amount:**	**$540.00**
194121	MR UNIFORM	11/10/2023	29456	110222211	UNIFORM	$65.70
		11/10/2023	29456	110222221	UNIFORM	$120.45
			MR UNIFORM		**Total Check Amount:**	**$186.15**
194122	NATIONAL TRAINING CONCEPTS, INC.	11/10/2023	20016	110212111	TRAINING-DIV. DEVICE	$307.00
			NATIONAL TRAINING CONCEPTS, INC.		**Total Check Amount:**	**$307.00**
194123	JANET NORSETTER	11/10/2023	26021	110404521	ZUMBA GOLD	$40.00
			JANET NORSETTER		**Total Check Amount:**	**$40.00**
194124	CIENNA OLSEN	11/10/2023	32663	110404421	VETERANS' DAY-ANTHEM	$100.00

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			CIENNA OLSEN		**Total Check Amount:**	**$100.00**
194125	ORCHESTRA COLLECTIVE OF ORANGE CTY	11/10/2023	27575	110	CHIAROSCURO PAYOUT	$2,389.73
			ORCHESTRA COLLECTIVE OF ORANGE CTY		**Total Check Amount:**	**$2,389.73**
194126	PACIFIC SECURITY FENCE SOUTH INC.	11/10/2023	32327	410515124	NEW FENCE CCYN DRN CH	$6,980.00
			PACIFIC SECURITY FENCE SOUTH INC.		**Total Check Amount:**	**$6,980.00**
194127	PERFORMANCE PIPELINE TECHNOLOGIES	11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/21	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/22	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/25	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/18	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/31	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/17	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/23	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/24	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 9/1	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/28	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/29	$4,810.00
		11/10/2023	32450	430515123	CCTV INSP/CLEAN 8/30	$4,810.00
			PERFORMANCE PIPELINE TECHNOLOGIES		**Total Check Amount:**	**$57,720.00**
194128	POWER PLUS	11/10/2023	19076	510707960	POWER EQPT RENTAL	$161.00
			POWER PLUS		**Total Check Amount:**	**$161.00**
194129	PUENTE HILLS FORD	11/10/2023	25742	480515161	VALVE STEM	$274.67
		11/10/2023	25742	480515161	BUSHINGS	$50.76
		11/10/2023	25742	480515161	MOTOR MOUNT	$136.88
			PUENTE HILLS FORD		**Total Check Amount:**	**$462.31**
194130	SANDWOOD ENTERPRISES INC.	11/10/2023	31533	410515124	SAND BAGS	$5,947.81
			SANDWOOD ENTERPRISES INC.		**Total Check Amount:**	**$5,947.81**
194131	SOUTHERN CALIFORNIA PERMANENTE	11/10/2023	30681	110141481	HR MED SVCS SEPT 2023	$1,226.00
			SOUTHERN CALIFORNIA PERMANENTE		**Total Check Amount:**	**$1,226.00**
194132	DOUGLAS STRICKLIN	11/10/2023	32668	420000000	WATER ACCT OVERCHARGE	$3,219.24
			DOUGLAS STRICKLIN		**Total Check Amount:**	**$3,219.24**
194133	TEC EQUIPMENT	11/10/2023	32466	480515161	TURBO UNIT	$5,040.22
			TEC EQUIPMENT		**Total Check Amount:**	**$5,040.22**
194134	TESS ELECTRIC INC	11/10/2023	31488	420515131	SCADA TROUBLE SHOOTING	$4,022.32
			TESS ELECTRIC INC		**Total Check Amount:**	**$4,022.32**
194135	JUAN TOPETE	11/10/2023	32665	110404421	VETERANS' DAY-TRUMPET	$100.00
			JUAN TOPETE		**Total Check Amount:**	**$100.00**

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194136	TURNOUT MAINTENANCE COMPANY, LLC	11/10/2023	19898	110222221	TURNOUT CLEANING	$2,380.00
			TURNOUT MAINTENANCE COMPANY, LLC		**Total Check Amount:**	**$2,380.00**
194137	CF UNITED LLC	11/10/2023	30700	480515161	CARWASH SEPT 2023	$212.80
			CF UNITED LLC		**Total Check Amount:**	**$212.80**
194138	VERIZON CONNECT NWF, INC.	11/10/2023	25293	480515161	PW GPS SVC-OCT 2023	$942.30
			VERIZON CONNECT NWF, INC.		**Total Check Amount:**	**$942.30**
194139	WAYNE ELECTRIC CO.	11/10/2023	15062	480515161	ALTERNATOR	$865.46
			WAYNE ELECTRIC CO.		**Total Check Amount:**	**$865.46**
					Check Subtotal	**$301,475.94**
V53473	AARON DANIEL ADAM	11/10/2023	32005	110212111	TRAINING EXPENSES	$77.31
			AARON DANIEL ADAM		**Total Check Amount:**	**$77.31**
V53474	ADMINISTRATIVE & PROF	11/10/2023	3344	110	4010 APEA MEMB 110323	$576.00
			ADMINISTRATIVE & PROF		**Total Check Amount:**	**$576.00**
V53475	THE ADVANTAGE GROUP	11/10/2023	24539	110	808C FSA URMED 110323	$5,799.94
		11/10/2023	24539	110	808B FSADEPCAR 110323	$1,491.66
			THE ADVANTAGE GROUP		**Total Check Amount:**	**$7,291.60**
V53476	AFLAC-ACCOUNT #EZA73	11/10/2023	22923	110	ACC/CANCER INS OCT23	$1,051.66
			AFLAC-ACCOUNT #EZA73		**Total Check Amount:**	**$1,051.66**
V53477	ANNA CHAVEZ AGUSTIN	11/10/2023	31862	110404215	ZUMBA/GOLD/PINK PARTY	$450.00
			ANNA CHAVEZ AGUSTIN		**Total Check Amount:**	**$450.00**
V53478	ROGER AIELLI	11/10/2023	31021	110404424	UMPIRE FEE 10/30/23	$102.00
			ROGER AIELLI		**Total Check Amount:**	**$102.00**
V53479	JUDY ALLEN	11/10/2023	20447	110404215	B.PUMP/PILATES/SS	$480.00
		11/10/2023	20447	110404215	PERSONAL TRAINER	$226.80
			JUDY ALLEN		**Total Check Amount:**	**$706.80**
V53480	ALLSTAR FIRE EQUIPMENT	11/10/2023	8353	110222221	INV #251138 BALANCE	$20.00
			ALLSTAR FIRE EQUIPMENT		**Total Check Amount:**	**$20.00**
V53481	ALTERNATIVE HOSE, INC.	11/10/2023	18488	480515161	BELL	($27.25)
		11/10/2023	18488	480515161	HOSE ASSEMBLY	$113.95
		11/10/2023	18488	480515161	DRIP PROOF PLUG KIT	($81.32)
			ALTERNATIVE HOSE, INC.		**Total Check Amount:**	**$5.38**
V53482	YERIKA AMBRIZ	11/10/2023	19432	110111143	TRAINING MILEAGE	$35.37
			YERIKA AMBRIZ		**Total Check Amount:**	**$35.37**
V53483	AMERICAN VETERAN LIGHTING, INC.	11/10/2023	31163	110515141	COUNTRY HILLS TENNIS POLE	$3,674.28
			AMERICAN VETERAN LIGHTING, INC.		**Total Check Amount:**	**$3,674.28**
V53484	AVCOGAS PROPANE SALES & SERVICES	11/10/2023	22047	480515161	PROPANE 279.80 GALS	$703.01

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			AVCOGAS PROPANE SALES & SERVICES		**Total Check Amount:**	**$703.01**
V53485	B & S GRAPHICS INC.	11/10/2023	24357	480515161	DECALS	$830.64
			B & S GRAPHICS INC.		**Total Check Amount:**	**$830.64**
V53486	THE BANK OF NEW YORK MELLON	11/10/2023	16062	930141424	CTRL ACCT JUL-SEP23	$3,430.35
			THE BANK OF NEW YORK MELLON		**Total Check Amount:**	**$3,430.35**
V53487	BEST LAWN MOWER SERVICE	11/10/2023	16230	480515161	BELTS	$244.58
		11/10/2023	16230	480515161	CLAMPS	$474.98
		11/10/2023	16230	480515161	SMALL EQUIPMENT	$2,312.17
			BEST LAWN MOWER SERVICE		**Total Check Amount:**	**$3,031.73**
V53488	CHRISTINE BOATNER	11/10/2023	18460	110404215	SILVER SNEAKERS	$30.00
			CHRISTINE BOATNER		**Total Check Amount:**	**$30.00**
V53489	BPSEA MEMORIAL FOUNDATION	11/10/2023	14990	110	4050 MEMORIAL 110323	$133.00
			BPSEA MEMORIAL FOUNDATION		**Total Check Amount:**	**$133.00**
V53490	BREA CITY EMPLOYEES ASSOCIATION	11/10/2023	3236	110	4005 BCEA MEMB 110323	$744.00
			BREA CITY EMPLOYEES ASSOCIATION		**Total Check Amount:**	**$744.00**
V53491	BREA FIREFIGHTERS ASSOCIATION	11/10/2023	3237	110	4016 ASSOCMEMB 110323	$3,754.25
			BREA FIREFIGHTERS ASSOCIATION		**Total Check Amount:**	**$3,754.25**
V53492	BREA POLICE ASSOCIATION	11/10/2023	3769	110	4030 BPA REG 110323	$3,500.00
			BREA POLICE ASSOCIATION		**Total Check Amount:**	**$3,500.00**
V53493	BREA POLICE ATHLETIC LEAGUE	11/10/2023	1068	110	5010 B.P.A.L. 110323	$140.00
			BREA POLICE ATHLETIC LEAGUE		**Total Check Amount:**	**$140.00**
V53494	BREA POLICE MANAGEMENT ASSOCIATION	11/10/2023	21189	110	4019 LDF MEMB 110323	$9.50
		11/10/2023	21189	110	4020 PMA MEMB 110323	$130.00
			BREA POLICE MANAGEMENT ASSOCIATION		**Total Check Amount:**	**$139.50**
V53495	C. WELLS PIPELINE MATERIALS INC	11/10/2023	13055	420515131	METER BOXES	$4,072.95
		11/10/2023	13055	420515131	PLUMBING SUPPLIES	$7,201.36
			C. WELLS PIPELINE MATERIALS INC		**Total Check Amount:**	**$11,274.31**
V53496	CALIFORNIA DOMESTIC WATER CO	11/10/2023	3388	420515131	WTR CONSUMPTION OCT23	$422,074.32
			CALIFORNIA DOMESTIC WATER CO		**Total Check Amount:**	**$422,074.32**
V53497	CALIFORNIA HEALTH & SAFETY INC.	11/10/2023	15491	110222221	SCBA ANNUAL SERVICE	$1,325.15
		11/10/2023	15491	110222221	SCBA REPAIR	$4,158.05
			CALIFORNIA HEALTH & SAFETY INC.		**Total Check Amount:**	**$5,483.20**
V53498	CANNINGS ACE HARDWARE	11/10/2023	15828	480515161	CABLES	$58.38
			CANNINGS ACE HARDWARE		**Total Check Amount:**	**$58.38**
V53499	MIRSA CHAVEZ GRIEGO	11/10/2023	31295	110212111	TRAINING EXPENSES	$30.00
			MIRSA CHAVEZ GRIEGO		**Total Check Amount:**	**$30.00**
V53500	CSG CONSULTANTS	11/10/2023	25540	510707960	INSP SVCS SEPT 2023	$97.50
		11/10/2023	25540	110000000	INSP SVCS SEPT 2023	($7,107.50)

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V53500	CSG CONSULTANTS	11/10/2023	25540	84032324I	INSP SVCS SEPT 2023	$25,935.00
			CSG CONSULTANTS		**Total Check Amount:**	**$18,925.00**
V53501	DENALYN DAVID	11/10/2023	31642	110404215	YOGA	$270.00
			DENALYN DAVID		**Total Check Amount:**	**$270.00**
V53502	DEEPNET SECURITY LTD	11/10/2023	30002	475141471	23/24 DUALSHIELD ENT	$4,105.90
			DEEPNET SECURITY LTD		**Total Check Amount:**	**$4,105.90**
V53503	DELTA DENTAL INSURANCE COMPANY	11/10/2023	26074	110	79395 DNTL HMO NOV23	$2,077.44
			DELTA DENTAL INSURANCE COMPANY		**Total Check Amount:**	**$2,077.44**
V53504	MYRA DUVALL	11/10/2023	18083	110404215	YOGA/GENTLE STRETCH	$390.00
			MYRA DUVALL		**Total Check Amount:**	**$390.00**
V53505	ECONOLITE SYSTEMS, INC.	11/10/2023	27147	110515121	E/O SIGNAL MNT SEPT23	$3,494.47
		11/10/2023	27147	110515121	MO. SIGNAL MNT SEPT23	$3,147.43
			ECONOLITE SYSTEMS, INC.		**Total Check Amount:**	**$6,641.90**
V53506	ELLIOT AUTO SUPPLY CO., INC.	11/10/2023	3504	480515161	BRAKE PADS	$561.23
			ELLIOT AUTO SUPPLY CO., INC.		**Total Check Amount:**	**$561.23**
V53507	EQUIPMENT DIRECT INC	11/10/2023	4522	480515161	SAFETY GEAR	$279.29
			EQUIPMENT DIRECT INC		**Total Check Amount:**	**$279.29**
V53508	FIDELITY SECURITY LIFE INSURANCE	11/10/2023	23035	110	9827288 VISION NOV23	$2,797.83
			FIDELITY SECURITY LIFE INSURANCE		**Total Check Amount:**	**$2,797.83**
V53509	FLEET SERVICES	11/10/2023	5658	480515161	BRAKE CAN	($68.98)
		11/10/2023	5658	480515161	RELEASE VALVE	$164.51
			FLEET SERVICES		**Total Check Amount:**	**$95.53**
V53510	MELISSA GIFFORD	11/10/2023	10645	110404215	TRX STRONG/B.STRENGTH	$210.00
			MELISSA GIFFORD		**Total Check Amount:**	**$210.00**
V53511	MARY M. GRAHAM	11/10/2023	31478	110404215	YOGA	$90.00
			MARY M. GRAHAM		**Total Check Amount:**	**$90.00**
V53512	HAAKER EQUIPMENT CO.	11/10/2023	4297	430515123	HEADSET FOR VACTOR	$1,214.97
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$1,214.97**
V53513	GABRIEL HANNAH	11/10/2023	17533	110404424	UMPIRE FEE 10/30/23	$102.00
			GABRIEL HANNAH		**Total Check Amount:**	**$102.00**
V53514	MONA HERNANDEZ	11/10/2023	23114	110404215	MASSAGE THERAPY	$652.95
			MONA HERNANDEZ		**Total Check Amount:**	**$652.95**
V53515	HITECH SOFTWARE INC	11/10/2023	19937	110515125	CARCOUNT SYST MNT NOV	$1,452.00
			HITECH SOFTWARE INC		**Total Check Amount:**	**$1,452.00**
V53516	INFOSEND, INC.	11/10/2023	19016	420141421	PRNT IMAGE ARCH JUN23	$22.93
		11/10/2023	19016	420141421	PRNT IMAGE ARCH MAR23	$22.82
		11/10/2023	19016	420141421	PRNT IMAGE ARCH MAY23	$22.93
			INFOSEND, INC.		**Total Check Amount:**	**$68.68**

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V53517	INLAND ROUNDBALL OFFICIALS INC.	11/10/2023	31906	110404424	REFEREE FEE 10/19-30	$1,240.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$1,240.00**
V53518	SARA JACKSON	11/10/2023	31840	110404215	BODY PUMP	$240.00
			SARA JACKSON		**Total Check Amount:**	**$240.00**
V53519	JACKSON'S AUTO SUPPLY	11/10/2023	1143	480515161	AUTO SUPPLIES OCT23	$3,728.27
			JACKSON'S AUTO SUPPLY		**Total Check Amount:**	**$3,728.27**
V53520	MICHAEL ARTHUR JANETZKE	11/10/2023	31661	110212111	TRAINING MILEAGE	$58.30
			MICHAEL ARTHUR JANETZKE		**Total Check Amount:**	**$58.30**
V53521	DEERE & COMPANY	11/10/2023	18518	240515161	GATOR TE CART #2334	$13,947.29
			DEERE & COMPANY		**Total Check Amount:**	**$13,947.29**
V53522	PAMELA JOHNSTON	11/10/2023	28025	110404215	ZUMBA	$480.00
			PAMELA JOHNSTON		**Total Check Amount:**	**$480.00**
V53523	KRISTI L KANEL	11/10/2023	22868	110404215	CYCLE/LOW IMP/ZUMBA	$570.00
			KRISTI L KANEL		**Total Check Amount:**	**$570.00**
V53524	KERNTEC INDUSTRIES, INC.	11/10/2023	17490	110222231	METH MITPLN RVW 9/27	$208.00
		11/10/2023	17490	110222231	RECLASS TO T230329	($532.00)
		11/10/2023	17490	84022223P	METH MITPLN RVW 10/9	$532.00
		11/10/2023	17490	110222231	METH MITPLN RVW 10/9	$208.00
		11/10/2023	17490	84022223P	METH MITPLN RVW 9/27	$532.00
		11/10/2023	17490	84022223P	METH MITPLN RVW 8/23	$532.00
		11/10/2023	17490	110222231	METH MITPLN RVW 9/28	$104.00
		11/10/2023	17490	84022223P	METH MITPLN RVW 9/28	$266.00
			KERNTEC INDUSTRIES, INC.		**Total Check Amount:**	**$1,850.00**
V53525	KWIK KLEEN	11/10/2023	23771	480515161	PARTS WASHR SVC 10/26	$190.00
			KWIK KLEEN		**Total Check Amount:**	**$190.00**
V53526	FRANCESCO LA TORRE	11/10/2023	24398	110404521	MILEAGE OCT 2023	$163.75
			FRANCESCO LA TORRE		**Total Check Amount:**	**$163.75**
V53527	DOLLY LAI	11/10/2023	18084	110404215	YOGA	$60.00
			DOLLY LAI		**Total Check Amount:**	**$60.00**
V53528	LAKEMAN CHASSIS	11/10/2023	12885	480515161	FABRICATE RACK	$366.91
			LAKEMAN CHASSIS		**Total Check Amount:**	**$366.91**
V53529	BERRY LIANG	11/10/2023	25640	110404215	PERSONAL TRAINER	$481.80
		11/10/2023	25640	110404215	CYCLE/TRX	$270.00
			BERRY LIANG		**Total Check Amount:**	**$751.80**
V53530	TANYA LOSCUTOFF	11/10/2023	22092	110404215	PERSONAL TRAINER	$1,130.62
		11/10/2023	22092	110404215	SUPER SCULPT	$150.00
			TANYA LOSCUTOFF		**Total Check Amount:**	**$1,280.62**
V53531	LORI MAIER	11/10/2023	31187	110404215	ZUMBA	$360.00

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			LORI MAIER		**Total Check Amount:**	**$360.00**
V53532	ANDREA MCGRANAHAN	11/10/2023	26046	110404215	BARRE/CYCLE/LI/PS/TRX	$1,350.00
		11/10/2023	26046	110404215	PERSONAL TRAINER	$243.90
			ANDREA MCGRANAHAN		**Total Check Amount:**	**$1,593.90**
V53533	MICHAEL BAKER INTERNATIONAL, INC.	11/10/2023	31634	84032323E	EIR SVCS THRU 9/3/23	$8,617.08
			MICHAEL BAKER INTERNATIONAL, INC.		**Total Check Amount:**	**$8,617.08**
V53534	JACI MILLER	11/10/2023	31823	110404215	PERSONAL TRAINER	$136.80
			JACI MILLER		**Total Check Amount:**	**$136.80**
V53535	CAITLIN MOHNEY	11/10/2023	29108	110404521	YOGA OCT 2023	$120.00
			CAITLIN MOHNEY		**Total Check Amount:**	**$120.00**
V53536	JENNIFER MONZON-SCROFINI	11/10/2023	20158	110404215	FS/HIIT/TRX/YOGA	$450.00
			JENNIFER MONZON-SCROFINI		**Total Check Amount:**	**$450.00**
V53537	NATASHA MOORE	11/10/2023	10711	110404215	BODY PUMP	$300.00
			NATASHA MOORE		**Total Check Amount:**	**$300.00**
V53538	ZULEYMA SARMIENTO MURPHY	11/10/2023	31281	110212111	TRAINING EXPENSES	$16.00
			ZULEYMA SARMIENTO MURPHY		**Total Check Amount:**	**$16.00**
V53539	NIEVES LANDSCAPE, INC.	11/10/2023	31375	420515131	TREE TRIM MD#7 9/26	$1,980.00
			NIEVES LANDSCAPE, INC.		**Total Check Amount:**	**$1,980.00**
V53540	IRACEMA PERDOMO	11/10/2023	14135	110404215	CYCLE	$240.00
			IRACEMA PERDOMO		**Total Check Amount:**	**$240.00**
V53541	PLUMBERS DEPOT INC.	11/10/2023	14542	430515123	CUES	$514.13
			PLUMBERS DEPOT INC.		**Total Check Amount:**	**$514.13**
V53542	KATHERINE A. PROHOROFF	11/10/2023	32414	110404215	BODY PUMP	$28.00
			KATHERINE A. PROHOROFF		**Total Check Amount:**	**$28.00**
V53543	PTS COMMUNICATIONS, INC.	11/10/2023	31947	475141471	7147920398 NOV 2023	$75.00
			PTS COMMUNICATIONS, INC.		**Total Check Amount:**	**$75.00**
V53544	KAYLA RABJOHNS	11/10/2023	28472	110404215	CIRCUIT TRAINING	$120.00
			KAYLA RABJOHNS		**Total Check Amount:**	**$120.00**
V53545	SAN GABRIEL BASIN WATER	11/10/2023	25882	420515131	23/24 PUMP RTS ASSMNT	$9,016.32
			SAN GABRIEL BASIN WATER		**Total Check Amount:**	**$9,016.32**
V53546	RUBEN SEGURA	11/10/2023	32037	110111152	TRAINING EXPENSES	$64.87
			RUBEN SEGURA		**Total Check Amount:**	**$64.87**
V53547	ISMAEL O SILVA	11/10/2023	24370	110404215	ZUMBA	$60.00
			ISMAEL O SILVA		**Total Check Amount:**	**$60.00**
V53548	SITEONE LANDSCAPE SUPPLY, LLC	11/10/2023	25942	110515143	IRRIGATION SUPPLIES	$372.42
			SITEONE LANDSCAPE SUPPLY, LLC		**Total Check Amount:**	**$372.42**
V53549	SOOTHING ESCAPE MASSAGE LLC	11/10/2023	31650	110404215	KNSTRETCH/SNDBATH/ MSG	$707.19
			SOOTHING ESCAPE MASSAGE LLC		**Total Check Amount:**	**$707.19**

City Disbursement Register

Between Nov 6, 2023 12:00 AM and Nov 10, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V53550	SOUTH COAST EMERGENCY VEHICLE SVC	11/10/2023	31883	480515161	SIREN BRAKE	$1,962.07
		11/10/2023	31883	480515161	COOLANT RESERVOIR	$246.84
		SOUTH COAST EMERGENCY VEHICLE SVC			**Total Check Amount:**	**$2,208.91**
V53551	SPECTRUM GAS PRODUCTS, INC.	11/10/2023	16060	110222221	OXYGEN	$180.50
		SPECTRUM GAS PRODUCTS, INC.			**Total Check Amount:**	**$180.50**
V53552	STATE INDUSTRIAL PRODUCTS	11/10/2023	8572	110222223	JANITORIAL SUPPLIES	$223.93
		STATE INDUSTRIAL PRODUCTS			**Total Check Amount:**	**$223.93**
V53553	STEVE A. FILARSKY, ATTORNEY-AT-LAW	11/10/2023	31186	110141481	PROF LEGAL SVCS OCT23	$5,697.50
		STEVE A. FILARSKY, ATTORNEY-AT-LAW			**Total Check Amount:**	**$5,697.50**
V53554	WEDNESDAY STEVENSON	11/10/2023	32549	110404215	YOGA	$140.00
		WEDNESDAY STEVENSON			**Total Check Amount:**	**$140.00**
V53555	TITANHQ/COPPERFASTEN TECH LTD	11/10/2023	29106	475141471	SPAM TITAN FY23/24	$8,426.25
		TITANHQ/COPPERFASTEN TECH LTD			**Total Check Amount:**	**$8,426.25**
V53556	TOM MALLOY CORPORATION	11/10/2023	16935	420515131	TRENCH TOP RENTAL	$235.20
		TOM MALLOY CORPORATION			**Total Check Amount:**	**$235.20**
V53557	EDEN TURNER	11/10/2023	21951	110404215	BODYPUMP	$240.00
		EDEN TURNER			**Total Check Amount:**	**$240.00**
V53558	UKG KRONOS SYSTEMS LLC	11/10/2023	22688	110222221	IVR TELESTAFF SEPT23	$29.12
		UKG KRONOS SYSTEMS LLC			**Total Check Amount:**	**$29.12**
V53559	NATASHA UMRIGAR-MOLLA	11/10/2023	32097	110404215	YOGA	$90.00
		NATASHA UMRIGAR-MOLLA			**Total Check Amount:**	**$90.00**
V53560	UNICORN METALS	11/10/2023	17181	480515161	METAL STOCK	$74.69
		UNICORN METALS			**Total Check Amount:**	**$74.69**
V53561	CHRISTIAN VARELA	11/10/2023	32411	110323241	TRAINING EXPENSES	$92.96
		CHRISTIAN VARELA			**Total Check Amount:**	**$92.96**
V53562	WALTERS WHOLESALE ELECTRIC	11/10/2023	1667	110515125	RETURN S121251821.001	($135.77)
		11/10/2023	1667	110515144	LIGHT BULB+BATTERIES	$108.12
		11/10/2023	1667	110515144	ELECTRICAL SUPPLIES	$41.38
		WALTERS WHOLESALE ELECTRIC			**Total Check Amount:**	**$13.73**
V53563	WEST COAST SAND & GRAVEL, INC.	11/10/2023	11519	420515131	CRUSHED AGGREG BASE	$727.20
		WEST COAST SAND & GRAVEL, INC.			**Total Check Amount:**	**$727.20**
V53564	WESTERN GOLF PROPERTIES, LLC	11/10/2023	29071	465515149	BIRCH HILLS CGS OCT23	$23,190.18
		11/10/2023	29071	465515149	BIRCH HLLS MGMT OCT23	$151,210.43
		11/10/2023	29071	465000000	BIRCH HLLS S/TX OCT23	$4,733.89
		11/10/2023	29071	465000000	BIRCH HLLS TIPS OCT23	$8,108.61
		11/10/2023	29071	465000000	BREA CREEK S/TX OCT23	$998.15
		11/10/2023	29071	465515149	BREA CREEK MGMT OCT23	$62,222.23
		11/10/2023	29071	465515149	BREA CREEK CGS OCT23	$6,942.73

City Disbursement Register

Between Nov 6, 2023 12:00 AM and Nov 10, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			WESTERN GOLF PROPERTIES, LLC		**Total Check Amount:**	**$257,406.22**
V53565	WILLDAN FINANCIAL SERVICES	11/10/2023	23058	542141411	FIRE/DISP IMP FEE UPD	$500.00
		11/10/2023	23058	890141431	PROF SVCS-CFDA 23/24	$3,290.25
			WILLDAN FINANCIAL SERVICES		**Total Check Amount:**	**$3,790.25**
V53566	REBECCA YOUNT	11/10/2023	31473	110404215	SILVER SNEAKERS	$90.00
			REBECCA YOUNT		**Total Check Amount:**	**$90.00**
					Voucher Subtotal	**$838,646.92**
					TOTAL	**$1,140,122.86**

City of Brea

City Council Regular Meeting Communication

Placeholder - Second Reading of Ordinance No. 1244

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Award of Contract for Citywide Scanning

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

test

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Police Management MOU

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Second Reading of Ordinance No. 1245

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Contract with Motorola Solutions to Purchase Avigilon Control Center and Fixed Video Cameras, Vigilant License Plate Reading, CAPE Drone Software Solution, and Command Central Aware for the Police Department's Integrated Crime Center

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

December 5, 2023 City Council Regular Meeting Mintues Copy

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - HR Positions

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - ILJAOC Amendment

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

December 1 and 8, 2023 City Disbursement Registers

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

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

Attachments

City Disbursement Register 12.01.23.pdf

City Disbursement Register

Between Nov 27, 2023 12:00 AM and Dec 1, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194237	AAA ELECTRIC MOTOR SALES, INC.	12/01/2023	3615	490515151	HVAC BELTS	$1,253.46
			AAA ELECTRIC MOTOR SALES, INC.		**Total Check Amount:**	**$1,253.46**
194238	GONZALO ARAIZA	12/01/2023	32689	110000000	PD REPORT REQ REFUND	$3.00
			GONZALO ARAIZA		**Total Check Amount:**	**$3.00**
194239	AT&T CALNET	12/01/2023	20391	361515143	CALNET NOV 2023	$121.07
		12/01/2023	20391	475141471	CALNET NOV 2023	$241.54
			AT&T CALNET		**Total Check Amount:**	**$362.61**
194240	AT&T LONG DISTANCE	12/01/2023	1737	475141471	807752441 10/3-11/2	$49.14
		12/01/2023	1737	475141471	807752441 11/3-12/2	$48.43
			AT&T LONG DISTANCE		**Total Check Amount:**	**$97.57**
194241	AVENU INSIGHTS & ANALYTICS, LLC	12/01/2023	29396	110141424	PROP TAX REP Q4 2023	$1,750.00
		12/01/2023	29396	110141424	STARS SVC Q2 2023	$899.25
			AVENU INSIGHTS & ANALYTICS, LLC		**Total Check Amount:**	**$2,649.25**
194242	BEECHWOOD SCHOOL FOUNDATION	12/01/2023	26567	110	FALL MUSICAL CRED BAL	$188.75
		12/01/2023	26567	110	RENTAL DEPOSIT REFUND	$500.00
			BEECHWOOD SCHOOL FOUNDATION		**Total Check Amount:**	**$688.75**
194243	CHARTER COMMUNICATIONS	12/01/2023	31694	110111143	CABLE CHGS NOV/DEC23	$95.13
			CHARTER COMMUNICATIONS		**Total Check Amount:**	**$95.13**
194244	THE COUNSELING TEAM INTERNATIONAL	12/01/2023	13933	110222221	EMPL SUPP SVCS OCT23	$220.00
			THE COUNSELING TEAM INTERNATIONAL		**Total Check Amount:**	**$220.00**
194245	COUNTY OF ORANGE	12/01/2023	4799	110212122	OCATS FEES NOV 2023	$1,104.51
			COUNTY OF ORANGE		**Total Check Amount:**	**$1,104.51**
194246	CREATE A PARTY RENTALS	12/01/2023	7113	110404421	VETERANS' DAY RENTALS	$1,737.15
			CREATE A PARTY RENTALS		**Total Check Amount:**	**$1,737.15**
194247	DELTA T HVAC, INC.	12/01/2023	28265	490515151	ALERTON (SC AC#1) RPR	$850.00
		12/01/2023	28265	490515151	ALERTON (BCC) RPR	$660.00
		12/01/2023	28265	490515151	REPL 3-WAY VALVE CCC	$800.00
			DELTA T HVAC, INC.		**Total Check Amount:**	**$2,310.00**
194248	DFS FLOORING	12/01/2023	16712	490515151	CARPET(YARD) CLEANING	$725.00
			DFS FLOORING		**Total Check Amount:**	**$725.00**
194249	SOUTHERN CALIFORNIA EDISON	12/01/2023	3343	110515121	ELECTRICITY OCT/NOV23	$1,613.61
		12/01/2023	3343	110515148	ELECTRICITY OCT/NOV23	$74.39
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$1,688.00**
194250	ERIC W. GRUVER PHD	12/01/2023	7856	110141481	PRE-EMPL EVAL 5/10/23	$425.00
			ERIC W. GRUVER PHD		**Total Check Amount:**	**$425.00**
194251	FRONTIER COMMUNICATIONS	12/01/2023	26183	475141471	5611820146 1116-1215	$56.12
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$56.12**
194252	THE GAS COMPANY	12/01/2023	3749	490515151	GAS OCT/NOV 2023	$191.39

City Disbursement Register

Between Nov 27, 2023 12:00 AM and Dec 1, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			THE GAS COMPANY		**Total Check Amount:**	**$191.39**
194253	IPERMIT E RATERS	12/01/2023	29288	840000000	DEVELOPER FEE REFUND	$250.00
			IPERMIT E RATERS		**Total Check Amount:**	**$250.00**
194254	KUSSMAUL ELECTRONICS	12/01/2023	16760	480515161	CHARGER	$1,426.37
			KUSSMAUL ELECTRONICS		**Total Check Amount:**	**$1,426.37**
194255	NEWGEN STRATEGIES & SOLUTIONS, LLC	12/01/2023	31442	440515122	S/W COS STUDY 11/15	$3,980.00
			NEWGEN STRATEGIES & SOLUTIONS, LLC		**Total Check Amount:**	**$3,980.00**
194256	ORANGE COUNTY SANDBAGGER	12/01/2023	31533	410515124	SANDBAGS	$10,128.50
			ORANGE COUNTY SANDBAGGER		**Total Check Amount:**	**$10,128.50**
194257	PAPER DEPOT, INC.	12/01/2023	32674	110141441	PAPER	$3,282.50
			PAPER DEPOT, INC.		**Total Check Amount:**	**$3,282.50**
194258	PURPLE CRANE SERVICES INC.	12/01/2023	32690	490515151	HVAC CRANE SERVICE	$1,130.00
			PURPLE CRANE SERVICES INC.		**Total Check Amount:**	**$1,130.00**
194259	RANDALL B. MONTGOMERY	12/01/2023	23446	130404546	WAR MEM PAVER ENGRAV	$805.00
			RANDALL B. MONTGOMERY		**Total Check Amount:**	**$805.00**
194260	SAN DIEGO COUNTY SHERIFF'S DEPT	12/01/2023	32688	110212111	BASIC MOTORCYCLE TRNG	$1,095.00
			SAN DIEGO COUNTY SHERIFF'S DEPT		**Total Check Amount:**	**$1,095.00**
194261	SAN DIEGO COUNTY SHERIFF'S DEPT	12/01/2023	32688	110212111	PRE-ACAD MTRCYCL TRNG	$3,000.00
			SAN DIEGO COUNTY SHERIFF'S DEPT		**Total Check Amount:**	**$3,000.00**
194262	SOUTH COAST AIR QUALITY MGMT DIST	12/01/2023	10871	480515161	194692 RENEWAL FEES	$504.91
		12/01/2023	10871	480515161	194692 EMISSIONS FEES	$160.35
			SOUTH COAST AIR QUALITY MGMT DIST		**Total Check Amount:**	**$665.26**
194263	SOUTH COAST ELECTRICAL, INC.	12/01/2023	32080	490515151	ELECTRICAL WORK FS4	$865.00
			SOUTH COAST ELECTRICAL, INC.		**Total Check Amount:**	**$865.00**
194264	SPARKLETTS	12/01/2023	3001	110111161	CCCFOUNTAIN WTR OCT23	$17.96
		12/01/2023	3001	110111161	COUNCIL MTG WTR OCT23	$57.52
			SPARKLETTS		**Total Check Amount:**	**$75.48**
194265	THE SPECIAL NEEDS FRIENDS CLUB	12/01/2023	31837	110	HOLIDAY PARTY CREDIT	$309.00
			THE SPECIAL NEEDS FRIENDS CLUB		**Total Check Amount:**	**$309.00**
194266	ST. JUDE MEDICAL CENTER	12/01/2023	3503	174222222	PM SUPPLIES 2023 Q3	$3,711.05
			ST. JUDE MEDICAL CENTER		**Total Check Amount:**	**$3,711.05**
194267	SWRCB	12/01/2023	14532	410515132	23/24 PERMIT #549326	$17,666.00
			SWRCB		**Total Check Amount:**	**$17,666.00**
194268	KRISTEN TAYLOR	12/01/2023	31077	110404541	ARTGALLERY CONS SALES	$26.75
			KRISTEN TAYLOR		**Total Check Amount:**	**$26.75**
194269	TURNOUT MAINTENANCE COMPANY, LLC	12/01/2023	19898	110222221	TURNOUT CLEANING	$129.00
			TURNOUT MAINTENANCE COMPANY, LLC		**Total Check Amount:**	**$129.00**

City Disbursement Register

Between Nov 27, 2023 12:00 AM and Dec 1, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
194270	CF UNITED LLC	12/01/2023	30700	480515161	CARWASH OCT 2023	$212.80
			CF UNITED LLC		**Total Check Amount:**	**$212.80**
194271	VERITIV OPERATING COMPANY	12/01/2023	26806	110141441	FUEL SURCHARGE	$11.31
			VERITIV OPERATING COMPANY		**Total Check Amount:**	**$11.31**
194272	WOODRUFF & SMART	12/01/2023	24094	470141483	PROF LEGAL SVCS OCT23	$227.50
		12/01/2023	24094	470141483	PROF LEGAL SVCS SEP23	$14,588.25
			WOODRUFF & SMART		**Total Check Amount:**	**$14,815.75**
194273	XEROX CORPORATION	12/01/2023	3349	110141441	UDIRECTS MNT OCT 2023	$151.27
		12/01/2023	3349	110141441	VR280 PRESS OCT 2023	$840.80
		12/01/2023	3349	110141441	VR280STND OCT 2023	$478.41
		12/01/2023	3349	110141441	MAKEREADY MNT OCT23	$116.00
		12/01/2023	3349	110141441	VR280 PRNT CHGS OCT23	$866.35
			XEROX CORPORATION		**Total Check Amount:**	**$2,452.83**
					Check Subtotal	**$79,644.54**
V53729	ACTIVE NETWORK, LLC.	12/01/2023	14295	110404211	VERIFONE PYMT DEVICES	$1,044.10
			ACTIVE NETWORK, LLC.		**Total Check Amount:**	**$1,044.10**
V53730	ROGER AIELLI	12/01/2023	31021	110404424	UMPIRE FEE 11-20-2023	$102.00
			ROGER AIELLI		**Total Check Amount:**	**$102.00**
V53731	ALLSTAR FIRE EQUIPMENT	12/01/2023	8353	110222221	HELMETS	$995.34
			ALLSTAR FIRE EQUIPMENT		**Total Check Amount:**	**$995.34**
V53732	AM-TEC TOTAL SECURITY INC	12/01/2023	30658	475141471	CAMERA DOME COVERS	$105.98
			AM-TEC TOTAL SECURITY INC		**Total Check Amount:**	**$105.98**
V53733	AZTECA SYSTEMS, LLC	12/01/2023	24556	110515111	OFFICE+RESPOND MOBILE	$283.79
		12/01/2023	24556	110515141	OFFICE+RESPOND MOBILE	$27.03
		12/01/2023	24556	110515111	GIS CONSULT 1030-1101	$337.50
		12/01/2023	24556	110515121	OFFICE+RESPOND MOBILE	$165.16
		12/01/2023	24556	420515131	OFFICE+RESPOND MOBILE	$165.16
		12/01/2023	24556	490515151	OFFICE+RESPOND MOBILE	$27.03
		12/01/2023	24556	110515111	GIS CONSULT 11/7	$112.50
		12/01/2023	24556	430515123	OFFICE+RESPOND MOBILE	$165.16
			AZTECA SYSTEMS, LLC		**Total Check Amount:**	**$1,283.33**
V53734	BOYS & GIRLS CLUBS	12/01/2023	26980	902009100	PROGRAM STAFF OCT23	$4,708.00
			BOYS & GIRLS CLUBS		**Total Check Amount:**	**$4,708.00**
V53735	BREA DISPOSAL, INC	12/01/2023	3330	440515122	OCT 2023 RES TONNAGE	$78,499.10
			BREA DISPOSAL, INC		**Total Check Amount:**	**$78,499.10**
V53736	BREA TOWING	12/01/2023	16399	110212131	TOWING (TFC) OCT 2023	$2,219.39
		12/01/2023	16399	110212121	TOWING (INV) OCT 2023	$1,651.19

City Disbursement Register

Between Nov 27, 2023 12:00 AM and Dec 1, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			BREA TOWING		**Total Check Amount:**	**$3,870.58**
V53737	BUTLER CHEMICALS, INC.	12/01/2023	6515	490515151	SR CTR D/W SVC OCT23	$188.56
			BUTLER CHEMICALS, INC.		**Total Check Amount:**	**$188.56**
V53738	C. WELLS PIPELINE MATERIALS INC	12/01/2023	13055	420515131	CONCRETE BOXES	$6,271.06
		12/01/2023	13055	420515131	PLUMBING SUPPLIES	$11,431.52
			C. WELLS PIPELINE MATERIALS INC		**Total Check Amount:**	**$17,702.58**
V53739	CANON FINANCIAL SERVICES, INC.	12/01/2023	20648	110141441	FS1-4 PRNT CHGS OCT23	$51.38
		12/01/2023	20648	110141441	FS1-4 CPRLEASE NOV23	$101.28
		12/01/2023	20648	110141441	PW/BRC CPRLEASE NOV23	$352.45
		12/01/2023	20648	110141441	PW/BRC PRNTCHGS OCT23	$55.26
			CANON FINANCIAL SERVICES, INC.		**Total Check Amount:**	**$560.37**
V53740	CANON SOLUTIONS AMERICA, INC	12/01/2023	15260	110141441	PRINT CHGS OCT 2023	$486.52
		12/01/2023	15260	110141441	COPIER LEASE NOV 2023	$1,072.12
			CANON SOLUTIONS AMERICA, INC		**Total Check Amount:**	**$1,558.64**
V53741	CERTIFIED LANGUAGES INTERNATIONAL	12/01/2023	26534	280323215	TRANSLATN SVCS 10/23	$53.65
			CERTIFIED LANGUAGES INTERNATIONAL		**Total Check Amount:**	**$53.65**
V53742	COMLOCK SECURITY-GROUP	12/01/2023	13625	490515151	EMERG LOCK SVC 11/2	$408.87
		12/01/2023	13625	490515151	KEYS	$21.82
			COMLOCK SECURITY-GROUP		**Total Check Amount:**	**$430.69**
V53743	THE CONNECTION CORPORATION	12/01/2023	31669	110404523	COUNSELING SVCS OCT23	$540.00
			THE CONNECTION CORPORATION		**Total Check Amount:**	**$540.00**
V53744	DELTA DENTAL INSURANCE COMPANY	12/01/2023	26074	110	79395 DNTL HMO DEC23	$2,079.12
			DELTA DENTAL INSURANCE COMPANY		**Total Check Amount:**	**$2,079.12**
V53745	EQUIPMENT DIRECT INC	12/01/2023	4522	110515144	SAFETY EQUIPMENT	$333.99
			EQUIPMENT DIRECT INC		**Total Check Amount:**	**$333.99**
V53746	ESRI	12/01/2023	25858	475141471	23/24 ARCGIS DT/ENT	$11,890.00
			ESRI		**Total Check Amount:**	**$11,890.00**
V53747	EVERNORTH BEHAVIORAL HEALTH INC.	12/01/2023	26628	110141481	EAP SVCS DEC 2023	$1,125.69
			EVERNORTH BEHAVIORAL HEALTH INC.		**Total Check Amount:**	**$1,125.69**
V53748	FIRE ETC	12/01/2023	26940	110222223	TURNOUT CLEANER	$359.69
			FIRE ETC		**Total Check Amount:**	**$359.69**
V53749	GALE SUPPLY COMPANY	12/01/2023	21090	490515151	JANITORIAL SUPPLIES	$1,746.79
			GALE SUPPLY COMPANY		**Total Check Amount:**	**$1,746.79**
V53750	DESTINY ANGEL GARCIA	12/01/2023	32045	110212111	TRAINING MILEAGE	$114.30
		12/01/2023	32045	110212142	TRAINING MILEAGE ADJ	($30.00)
		12/01/2023	32045	110212142	TRAINING MILEAGE	$30.00
		12/01/2023	32045	110212111	TRAINING EXPENSE	$40.00
			DESTINY ANGEL GARCIA		**Total Check Amount:**	**$154.30**

City Disbursement Register

Between Nov 27, 2023 12:00 AM and Dec 1, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V53751	GRAINGER	12/01/2023	13634	480515161	TOOL BOX	$942.25
			GRAINGER		**Total Check Amount:**	**$942.25**
V53752	HAAKER EQUIPMENT CO.	12/01/2023	4297	430515123	VACTOR TRUCK HOSE	$2,586.00
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$2,586.00**
V53753	GABRIEL HANNAH	12/01/2023	17533	110404424	UMPIRE FEE 11/20/23	$102.00
			GABRIEL HANNAH		**Total Check Amount:**	**$102.00**
V53754	HCI SYSTEMS INC	12/01/2023	25112	110515125	ELEV TEST DTPS3 10/26	$1,179.00
			HCI SYSTEMS INC		**Total Check Amount:**	**$1,179.00**
V53755	INLAND ROUNDBALL OFFICIALS INC.	12/01/2023	31906	110404424	REFEREE REE 11/19/23	$840.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$840.00**
V53756	INTERWEST CONSULTING GROUP, INC.	12/01/2023	28473	110000000	INSP SVCS SEPT 2023	($180.00)
		12/01/2023	28473	510707251	CIP MGMT SEPT 2023	$5,900.00
		12/01/2023	28473	510707324	CIP MGMT AUG 2023	$417.50
		12/01/2023	28473	510707442	CIP MGMT SEPT 2023	$243.75
		12/01/2023	28473	510707717	CIP MGMT SEPT 2023	$2,047.50
		12/01/2023	28473	510707978	CIP MGMT JUN 2023	$2,520.00
		12/01/2023	28473	510707978	CIP MGMT JUL 2023	$7,015.00
		12/01/2023	28473	510707322	CIP MGMT SEPT 2023	$633.75
		12/01/2023	28473	510707327	CIP MGMT SEPT 2023	$240.00
		12/01/2023	28473	510707978	CIP MGMT SEPT 2023	$4,210.00
		12/01/2023	28473	84051517I	INSP SVCS SEPT 2023	$600.00
		12/01/2023	28473	510707251	CIP MGMT AUG 2023	$7,052.25
		12/01/2023	28473	510707251	CIP MGMT JUL 2023	$6,076.00
		12/01/2023	28473	510707299	CIP MGMT SEPT 2023	$501.00
		12/01/2023	28473	510707324	CIP MGMT SEPT 2023	$876.75
		12/01/2023	28473	510707324	CIP MGMT/INSP JUL23	$2,657.50
		12/01/2023	28473	510707956	CIP MGMT SEPT 2023	$90.00
			INTERWEST CONSULTING GROUP, INC.		**Total Check Amount:**	**$40,901.00**
V53757	IPARQ	12/01/2023	21583	110323241	PERMIT SYST FEE NOV23	$100.00
		12/01/2023	21583	110323241	PERMIT FEES OCT 2023	$143.21
			IPARQ		**Total Check Amount:**	**$243.21**
V53758	JAX AUTO	12/01/2023	20187	480515161	SMOG TEST #28029	$59.95
			JAX AUTO		**Total Check Amount:**	**$59.95**
V53759	K PRO STONE CARE	12/01/2023	20535	465515149	CONCRETE SAW CUT	$4,500.00
		12/01/2023	20535	490515151	VET MEM STONE POLISH	$1,850.00
			K PRO STONE CARE		**Total Check Amount:**	**$6,350.00**
V53760	KELLY SPICERS STORES	12/01/2023	31267	110141441	PAPER/SUPPLIES	$614.21
			KELLY SPICERS STORES		**Total Check Amount:**	**$614.21**

City Disbursement Register

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V53761	LIEBERT CASSIDY WHITMORE	12/01/2023	2489	470141483	PROF SVCS 00021 OCT23	$261.00
			LIEBERT CASSIDY WHITMORE		**Total Check Amount:**	**$261.00**
V53762	JAMIE KRISTINE MCDONALD	12/01/2023	23730	110212111	TRAINING MILEAGE	$144.76
			JAMIE KRISTINE MCDONALD		**Total Check Amount:**	**$144.76**
V53763	PLUMBING WHOLESALE OUTLET, INC.	12/01/2023	18392	110515141	PLUMBING SUPPLIES	$161.80
		12/01/2023	18392	490515151	PLUMBING SUPPLIES	$1,117.54
			PLUMBING WHOLESALE OUTLET, INC.		**Total Check Amount:**	**$1,279.34**
V53764	PRADO FAMILY SHOOTING RANGE	12/01/2023	14276	110212131	RANGE FEES 10/27	$425.00
		12/01/2023	14276	110212131	RANGE FEES 11/21-22	$650.00
			PRADO FAMILY SHOOTING RANGE		**Total Check Amount:**	**$1,075.00**
V53765	PRINT & FINISHING SOLUTIONS	12/01/2023	21135	110141441	LAMINATE	$529.22
			PRINT & FINISHING SOLUTIONS		**Total Check Amount:**	**$529.22**
V53766	R.J. NOBLE COMPANY	12/01/2023	1076	420515131	ASPHALT	$1,578.54
			R.J. NOBLE COMPANY		**Total Check Amount:**	**$1,578.54**
V53767	RCS INVESTIGATIONS & CONSULTING LLC	12/01/2023	22534	110212111	BCKGRND INVESTIGATION	$4,850.00
			RCS INVESTIGATIONS & CONSULTING LLC		**Total Check Amount:**	**$4,850.00**
V53768	RICHARDS, WATSON & GERSHON	12/01/2023	8978	420141421	9999 GEN LGL SVCS SEP	$66.00
		12/01/2023	8978	110111112	0001 GEN LGL SVCS SEP	$11,319.58
		12/01/2023	8978	110111112	9999 GEN LGL SVCS SEP	$19,144.78
		12/01/2023	8978	420141421	0001 GEN LGL SVCS SEP	$342.00
		12/01/2023	8978	430515123	9999 GEN LGL SVCS SEP	$638.00
			RICHARDS, WATSON & GERSHON		**Total Check Amount:**	**$31,510.36**
V53769	NOAH BRENT RIVERA	12/01/2023	32018	110212111	TRAINING EXPENSE	$16.00
		12/01/2023	32018	110212111	TRAINING MILEAGE	$164.86
			NOAH BRENT RIVERA		**Total Check Amount:**	**$180.86**
V53770	RUSSELL SIGLER INC.	12/01/2023	21638	490515151	HVAC FILTERS	$87.71
			RUSSELL SIGLER INC.		**Total Check Amount:**	**$87.71**
V53771	SITEONE LANDSCAPE SUPPLY, LLC	12/01/2023	25942	110515141	IRRIGATION SUPPLIES	$487.36
			SITEONE LANDSCAPE SUPPLY, LLC		**Total Check Amount:**	**$487.36**
V53772	TOWO ENTERPRISE INC.	12/01/2023	32081	510707324	N.BERRY ST. RETENTION	$1,406.31
		12/01/2023	32081	510	N.BERRY ST. RETENTION	$18,789.53
			TOWO ENTERPRISE INC.		**Total Check Amount:**	**$20,195.84**
V53773	TOM MALLOY CORPORATION	12/01/2023	16935	420515131	TRENCH TOP RENTALS	$357.40
			TOM MALLOY CORPORATION		**Total Check Amount:**	**$357.40**
V53774	TRINITY SOUND COMPANY	12/01/2023	11364	110404421	2023 TREE LIGHTING	$2,392.50
			TRINITY SOUND COMPANY		**Total Check Amount:**	**$2,392.50**
V53775	TROPICAL PLAZA NURSERY, INC	12/01/2023	2062	345515112	IRRIGATION REPAIR	$93.74
			TROPICAL PLAZA NURSERY, INC		**Total Check Amount:**	**$93.74**

City Disbursement Register

Between Nov 27, 2023 12:00 AM and Dec 1, 2023 11:59 PM

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V53776	TURBO DATA SYSTEMS, INC.	12/01/2023	1472	110212122	CITATION PROC OCT23	$607.97
				TURBO DATA SYSTEMS, INC.	**Total Check Amount:**	**$607.97**
V53777	TYLER TECHNOLOGIES, INC.	12/01/2023	25937	951	ILJAOC ECIT LIC-BPARK	$2,809.33
				TYLER TECHNOLOGIES, INC.	**Total Check Amount:**	**$2,809.33**
V53778	UNITED PUMPING SERVICE, INC.	12/01/2023	16388	430515123	PUMPING SVCS 10/31/23	$3,634.25
				UNITED PUMPING SERVICE, INC.	**Total Check Amount:**	**$3,634.25**
V53779	WEST COAST ARBORISTS, INC.	12/01/2023	1556	110515142	TREE MNT 11/1-11/15	$4,413.00
		12/01/2023	1556	110515141	TREE MNT-PARK 11/1-15	$3,971.70
				WEST COAST ARBORISTS, INC.	**Total Check Amount:**	**$8,384.70**
					Voucher Subtotal	**$263,610.00**
					TOTAL	**$343,254.54**

City of Brea

City Council Regular Meeting Communication

Placeholder - Award of Contract for As-Needed Citywide Scanning Serevices

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Approve the City's Fiscal Year 2024-25 Grant Application to the County of Orange for the Community Development Block Grant Program (CDBG)

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended November 30, 2023 Copy

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 November. 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 an LAIF alterntive. 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 November 30, 2023, the total market value of the managed investment portfolio, including accrued interest, was $89,149,994 as compared to $87,743,994 at October 31, 2023. The weighted average investment yield for November 30, 2023 was 2.35%, 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 $3,347,160 at November 30, 2023. Also, the balance of the City's Liquidity Account at November 30, 2023 was $2,001,145. This brings the total value of the City's investment portfolio as of November 30, 2023 to $94,498,299 as compared to $91,080,637 at October 31, 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 November 30, 2023, the market value of the PARS account, including short-term cash and accrued interest was $10,548,952 compared to $9,862,803 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest, was $678,494 in comparison to $669,607 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 November, the total value of the City's investment portfolio increased by $3,417,662. The increase was primarily due to market rate conditions in the amount of $1,406,000 and the receipt of property tax, cable franchise fees, and a county grant for Arrovista Park in the amount of $1,670,130, $83,300 and $250,000 respectively. Monies were

sent to BNY and Chandler was instructed to invest the funds accordingly. The City's PARS account increased by $686,149 due to market rate adjustments. Also, the City's bond reserve accounts increased by $8,887 due to market rate conditions.

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

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended November 30, 2023 Copy

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

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Prepared by: Faith Madrazo, Financial Services Manager, Revenue

Concurrence: Kristin Griffith, Director of Administrative Services and Monica Lo, Deputy Director of Administrative Services

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended November 30, 2023 Copy

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

RECOMMENDATION

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City of Brea

City Council Regular Meeting Communication

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RECOMMENDATION

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City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended November 30, 2023 Copy

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

RECOMMENDATION

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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 November 30, 2023, the market value of the PARS account, including short-term cash and accrued interest was $10,548,952 compared to $9,862,803 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest, was $678,494 in comparison to $669,607 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 November, the total value of the City's investment portfolio increased by $3,417,662. The increase was primarily due to market rate conditions in the amount of $1,406,000 and the receipt of property tax, cable franchise fees, and a county grant for Arrovista Park in the amount of $1,670,130, $83,300 and $250,000 respectively. Monies were

sent to BNY and Chandler was instructed to invest the funds accordingly. The City's PARS account increased by $686,149 due to market rate adjustments. Also, the City's bond reserve accounts increased by $8,887 due to market rate conditions.

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

City of Brea

City Council Regular Meeting Communication

Placeholder: Audit

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

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

January 16, 2024 City Council Regular Meeting Minutes

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

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

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder: 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

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder: Adoption 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

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder: PSA for General Plan Update

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder: Award of Contract for Ambulance Billing Services

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the City of Brea for Period Ended January 31, 2024

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

February 6, 2024 Regular City Council Meeting Minutes

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder: Award Arovista Contract

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Award TELACU Contract - Arovista

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Award David Volz Contract - Arovista

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Award Soil Contract - Arovista

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Second Reading and Adoption of Ordinance No. 1246 Approving an Inflationary Adjustment of City Council Member Salaries

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Extended - Monthly Report of Investments for the City of Brea for Period Ended December 31, 2023

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

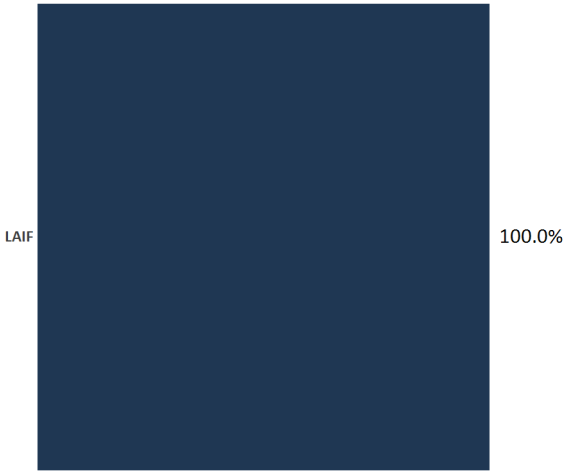
ACCOUNT SUMMARY

	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

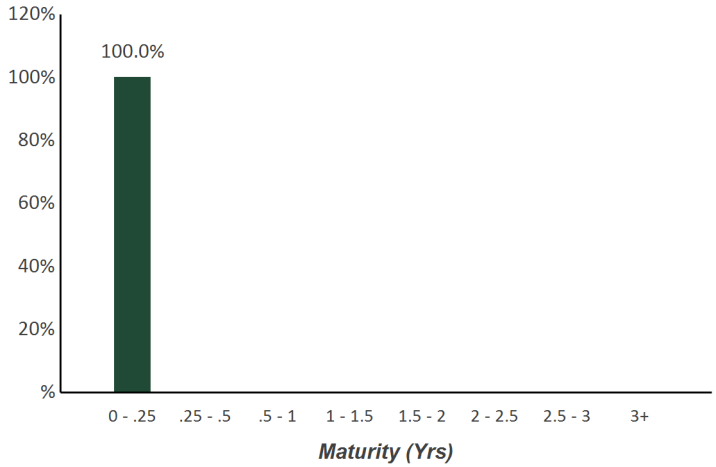
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	**100.0%**

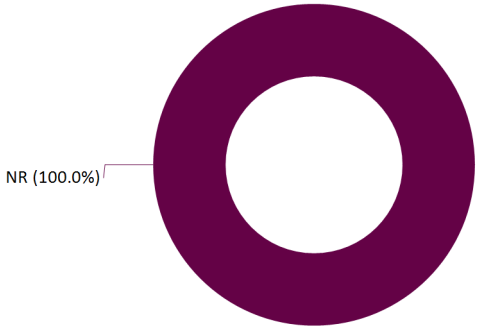
SECTOR ALLOCATION



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

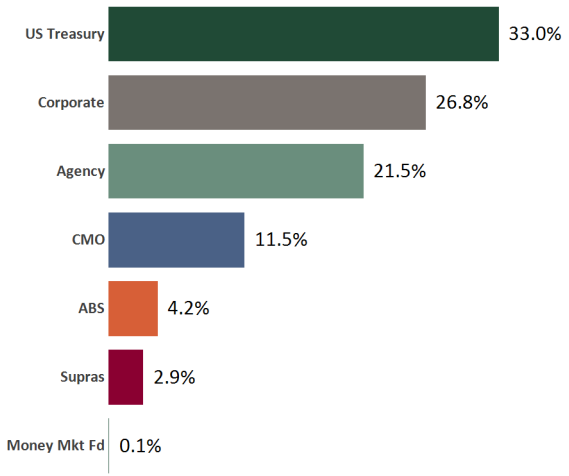
ACCOUNT SUMMARY

	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

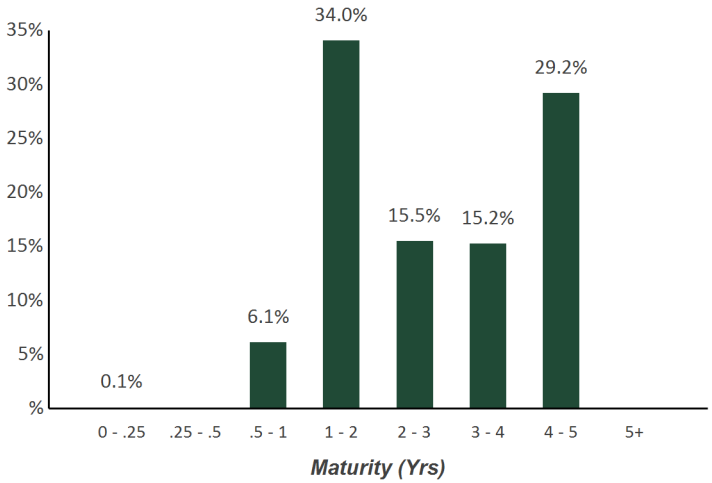
TOP ISSUERS

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%**

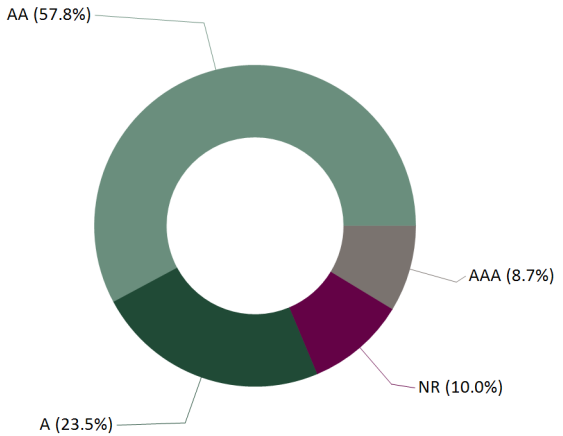
SECTOR ALLOCATION



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

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
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**

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
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

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
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

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
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**

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
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

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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

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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

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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

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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

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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

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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

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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

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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**

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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

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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

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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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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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

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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

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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

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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.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody’s and Fitch respectively.

Benchmark Index & 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

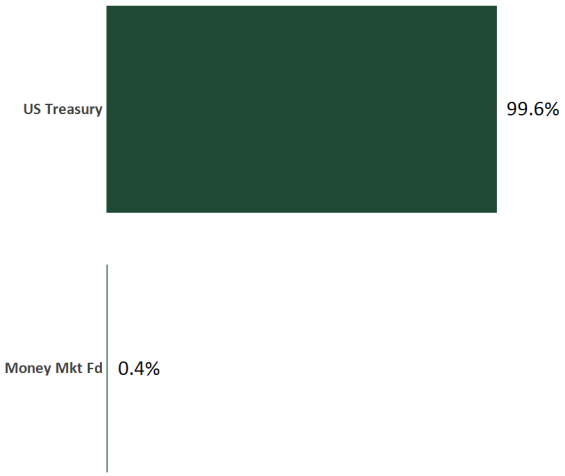
ACCOUNT SUMMARY

	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

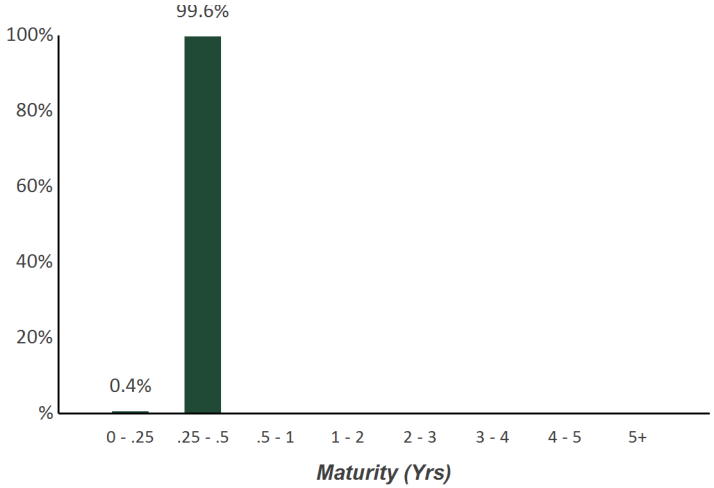
TOP ISSUERS

Government of United States	99.6%
Fidelity Institutional Treasury	0.4%
Total	**100.0%**

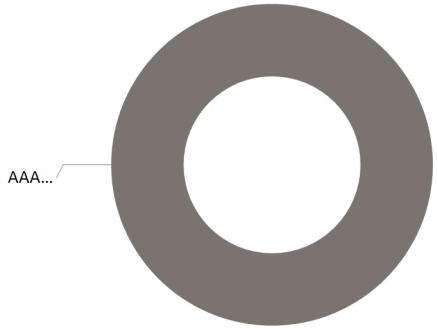
SECTOR ALLOCATION



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**

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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.

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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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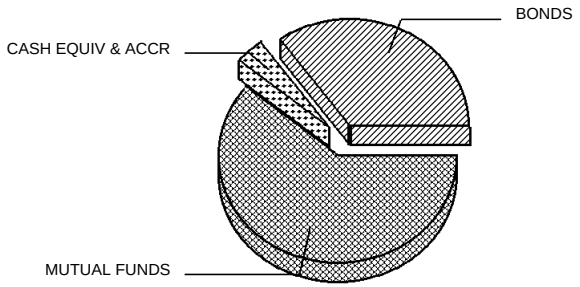
30- -01-B -62 -005-01
0102 -19-02877-01

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

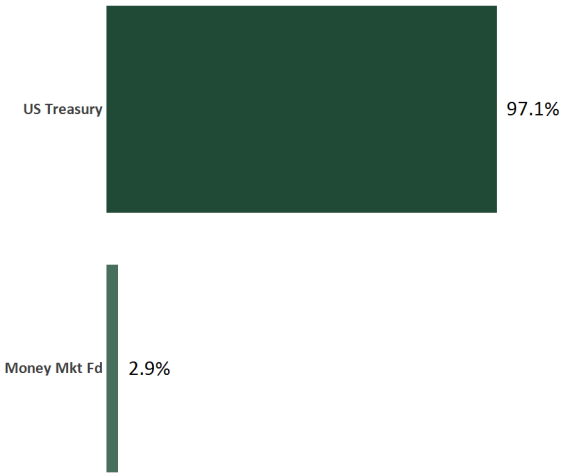
ACCOUNT SUMMARY

	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

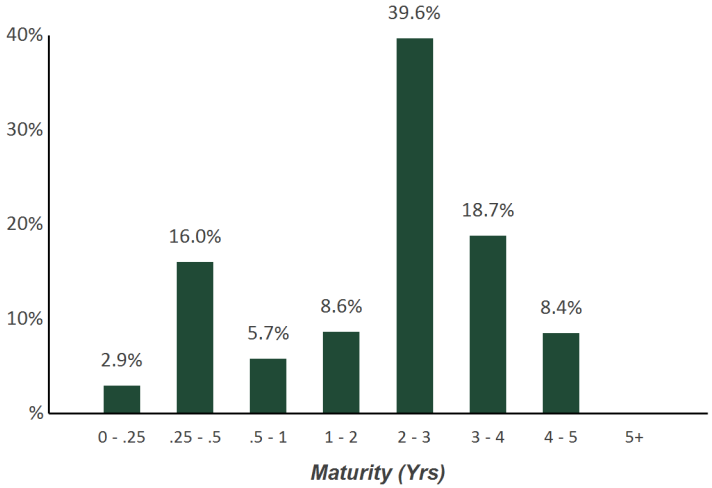
TOP ISSUERS

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.

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.

Source ice Data Indices, LLC ("ICE"), used with permission. ICE PERMITS USE OF THE ICE INDICES AND RELATED DATA ON AN "AS IS" BASIS; ICE, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS AND/OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING THE INDICES, INDEX DATA AND ANY DATA INCLUDED IN, RELATED TO, OR DERIVED THEREFROM. NEITHER ICE DATA, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS GUARANTEE THE QUALITY, ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE INDICES OR THE INDEX DATA OR ANY COMPONENT THEREOF, AND THE INDICES AND INDEX DATA AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND LICENSEE'S USE IS AT LICENSEE'S OWN RISK. ICE DATA, ITS AFFILIATES AND THEIR RESPECTIVE THIRD PARTY DO NOT SPONSOR, ENDORSE, OR RECOMMEND CHANDLER, OR ANY OF ITS PRODUCTS OR SERVICES.

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

Audit RFP - Selection of New Auditors

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

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Ground Lease for 323 North Brea Boulevard

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Approve a Professional Design Services Agreement with Iteris, Inc. for the Preparation of Plans, Specifications, and Engineering Estimate for the Deployment of the City of Brea CCTV System.

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Award Contract with Urban Habitat in the amount of $16,511,884.55, plus a ten percent contingency, TELACU in the amount of $735,890, plus a ten percent contingency, David Volz Design in the amount not-to-exceed $75,000 and Geocon West, Inc. in the amount not-to-exceed $250,000 for the Arovista Park Modernization Project, CIP Project No. 7978

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Professional Services Agreements for Annual As-Needed Design and Civil Engineering Services for Various Capital Improvement Program and Private Development Projects

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Ambulance Equipment Purchase

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Approve Amendment No. 1 to Golf Course Maintenance and Operation Agreement with Western Golf Properties, LLC

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Second Reading and Adoption of Ordinance No 1248, An Ordinance of the City Council of the City of Brea Establishing Procedures for Setting Sewer Connection Fees, and Approving a CEQA Exemption Determination

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Placeholder - Award Annual Pavement Striping Maintenance Contract to Orange County Striping Services, Inc,

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended October 31, 2023

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 September. 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 Ocober 31, 2023, the market value, including accrued interest on the Successor Agency’s Local Agency Investment Fund (LAIF), was $19,725 in comparison to $19,653 at September 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 October 31, 2023, the market value of these funds, including short-term cash and accrued interest was $319,541 as compared to $318,232 as of September 30, 2023.

FISCAL IMPACT/SUMMARY

During the month of October, the total value of the Successor Agency’s investment portfolio increased by $72 and the total value of restricted investments decreased by $1,309 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

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended October 31, 2023 Copy

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

RECOMMENDATION

Receive and file

BACKGROUND/DISCUSSION

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FISCAL IMPACT/SUMMARY

During the month of October, the total value of the Successor Agency’s investment portfolio increased by $72 and the total value of restricted investments decreased by $1,309 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

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended November 30, 2023 Copy

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 September. 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 November 30, 2023, the market value, including accrued interest on the Successor Agency’s Local Agency Investment Fund (LAIF), was $19,787 in comparison to $19,725 at October 31, 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 November 30, 2023, the market value of these funds, including short-term cash and accrued interest was $320,908 as compared to $319,541 as of October 31, 2023.

FISCAL IMPACT/SUMMARY

During the month of October, the total value of the Successor Agency’s investment portfolio increased by $62 and the total value of restricted investments increased by $1,367 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

City of Brea

City Council Regular Meeting Communication

Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended January 31, 2024

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

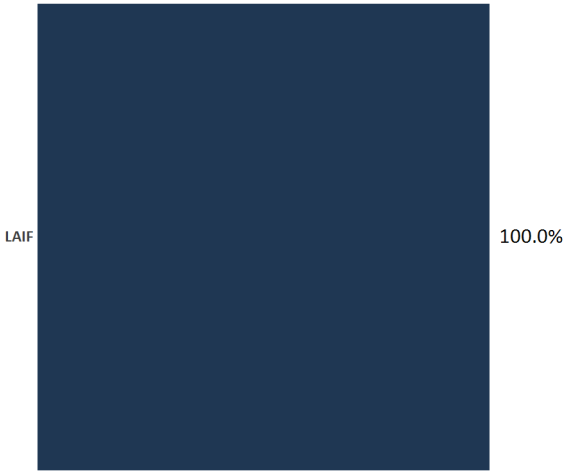
ACCOUNT SUMMARY

	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

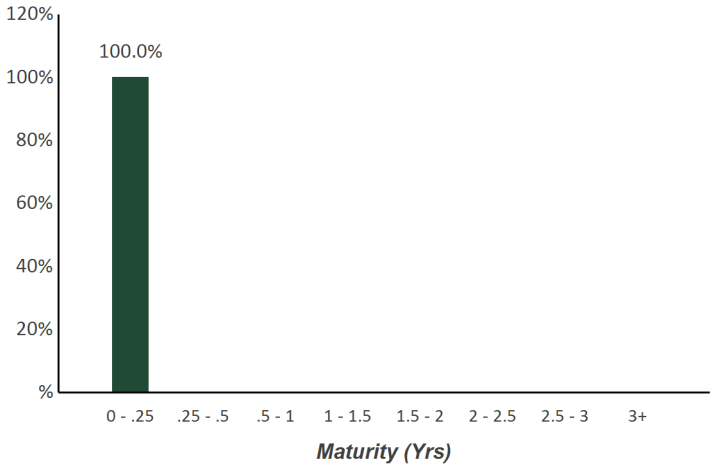
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	**100.0%**

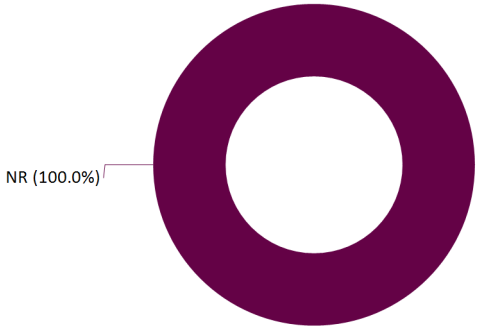
SECTOR ALLOCATION



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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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

Extended - Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended December 31, 2023

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

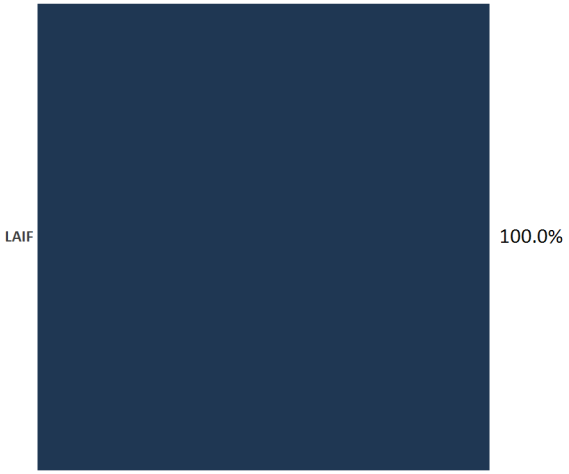
ACCOUNT SUMMARY

	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

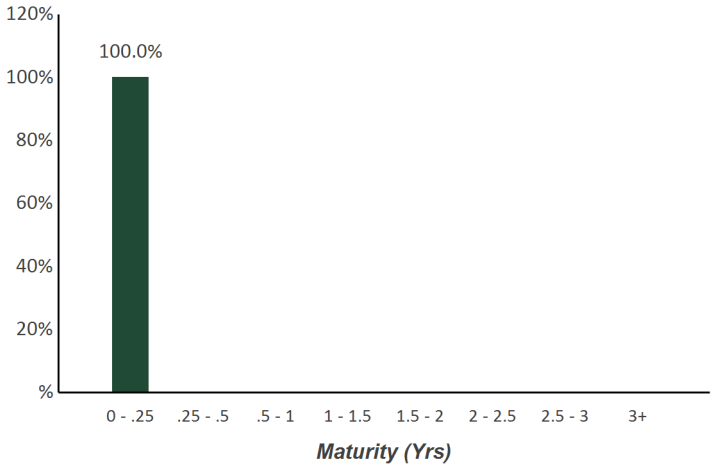
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	**100.0%**

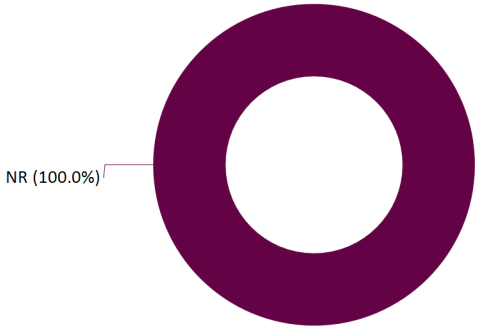
SECTOR ALLOCATION



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**

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.

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City of Brea

City Council Regular Meeting Communication

March 5, 2024 Regular City Council Meeting Minutes

FROM
Bill Gallardo, City Manager

RECOMMENDATION

BACKGROUND/DISCUSSION

COMMISSION/COMMITTEE RECOMMENDATION

FISCAL IMPACT/SUMMARY

RESPECTFULLY SUBMITTED:

City of Brea

City Council Regular Meeting Communication

Extended - Waive full reading and introduce Ordinance No. 1248, an Ordinance of the City Council of the City of Brea establishing procedures for setting sewer connection fees, and approving a CEQA exemption determination

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

RECOMMENDATION

Waive full reading and introduce Ordinance No. 1248 by title only, and approve a CEQA exemption determination.

BACKGROUND/DISCUSSION

The City of Brea currently charges a Sewer Connection Fee for all new connections to the City's sewer system. This fee is charged when a new building is being constructed and payment is required prior to connection. The connection fee is based on the number and type of fixtures being installed (i.e. sinks, toilets, faucets, etc.). The fixture type fee ranges from $5-$90 and the revenue generated by this fee is used for repairs and maintenance of the City's sewer system. The current fees have not been adjusted since their adoption in 1975.

At the February 6, 2024 Study Session, staff reviewed these connection fees with City Council. It was clarified that staff was recommending to repeal the ordinance and these same Sewer Connection Fees should be established by resolution. Utilizing a resolution to establish the connection fee will allow future adjustments of these fees to be processed more efficiently. City Council instructed staff to move forward with the repeal process and begin the required Public Hearing notifications for an adjustment to Sewer Connection Fees as well as for the Fire, Dispatch, Water, and Sewer Impact Fees.

The second reading of this Ordinance will be held until the established sewer connections fees by resolution are determined. The change to the ordinance will take place 30 days after the second reading. It is the intent that the newly adopted fees by resolution will take effect immediately after the repeal is finalized to avoid any loss in revenue.

FISCAL IMPACT/SUMMARY

There is no General Fund Impact (110). Sewer Connection Fees are accounted for in the Sewer Utility Fund (430). Over the past three (3) fiscal years, the City has received an average of $10,250 annually in sewer connection fees. All future Sewer Connection Fees will be adopted by resolution and any adjustment to the fee will determine the impact of revenue collected.

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

Brea-ordinance-sewer connection fees-2-23-24.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA ESTABLISHING PROCEDURES FOR SETTING SEWER CONNECTION FEES, AND APPROVING A CEQA EXEMPTION DETERMINATION

The City Council of the City of Brea hereby ordains as follows:

Section 1. Section 13.00.430 of Chapter 13.00 of Title 13 of the Brea City Code is hereby repealed provided, however, that such repeal shall not affect or excuse non-payment of any sewer connection fee accruing prior to the effective date of this Ordinance.

Section 2. A new Section 13.00.430 is hereby added to Chapter 13.00 of Title 13 of the Brea City Code to read as follows:

"**§ 13.00.430 SEWER CONNECTION FEES.**

Sewer connection fees shall be in such amounts as established by resolution of the City Council. Sewer connection fees shall be charged and paid as provided in Chapter 13.00 of this Code."

Section 3. CEQA. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because the adoption of this Ordinance will provide for the continued establishment, adjustment and collection of fees for property owners to connect to the City's sewer system. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3), of the California Code of Regulations.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 5. The City Clerk shall certify to the adoption of this Ordinance.

PASSED AND ADOPTED this _____ day of _____, 2024.

_____
Mayor

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 on the _____ day of _____, 2024, by the following vote:

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

ATTEST: _____
City Clerk of the City of Brea

City of Brea

Planning Commission Communication

Reorginazation of the Planning Commission

FROM
Joanne Hwang, City Planner

EXECUTIVE SUMMARY

RECOMMENDATION

BACKGROUND

PROJECT DESCRIPTION

DISCUSSION

PUBLIC NOTICE AND COMMENTS

ENVIRONMENTAL ASSESSMENT

CONCLUSION

RESPECTFULLY SUBMITTED:

Joanne Hwang, AICP, City Planner

Prepared by: